

BILL NO. S-75-05- 62

SPECIAL ORDINANCE NO. S- 115-75

AN ORDINANCE approving contracts for Eight  
Water Feeder Mains

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT  
WAYNE, INDIANA:

SECTION 1. That the contracts between the City of Fort Wayne,  
by and through its Mayor and the Board of Public Works and EARTH CONSTRUCTION and CLOW CORPORATION, for Eight Water Feeder Mains, as follows:

EARTH CONSTRUCTION - Construction Work

Contract	Project	Amount
74-XP-2	Beacon-Vance-Hobson Feeder Main	\$160,589.50
74-XP-3	Greenlawn-St.Mary's-State Feeder Main	196,396.00
74-XP-5	High Street Feeder Main	18,870.00
75-XP-1	Winchester Road Feeder Main	21,299.00
75-XP-5	Waynedale Connecting Feeder Main	74,779.50
75-XP-6	Maysville Road Feeder Main	52,125.25
76-XP-1	Goshen Road Feeder Main	74,635.50
76-XP-4	Hanna Street Feeder Main	51,946.20
		\$650,640.95

CLOW CORPORATION - Materials

74-XP-2(A)	Beacon-Vance-Hobson Feeder Main	\$325,289.30
75-XP-3(A)	Greenlawn-St.Mary's-State Feeder Main	
	(\$170,874.53 & \$49,830.37)	220,704.90
74-XP-5(A)	High Street Feeder Main	11,530.02
75-XP-1(A)	Winchester Road Feeder Main	25,818.18
75-XP-5 A	Waynedale Connecting Feeder Main	111,792.77
75-XP-6(A)	Maysville Road Feeder Main	
	(\$68,903.62 & \$10,358.32)	79,261.94
76-XP-1(A)	Goshen Road Feeder Main	98,203.12
76-XP-4(A)	Hanna Street Feeder Main	76,076.30
		\$948,676.53

all as more particularly set forth in said contracts, which are on file in the  
Office of the Board of Public Works, and are by reference incorporated herein,  
made a part hereof and are hereby in all things ratified, confirmed and  
approved.

SECTION 2. This Ordinance shall be in full force and effect from  
and after its passage and approval by the Mayor.

  
Councilman

APPROVED AS TO FORM  
AND LEGALITY,

  
CITY ATTORNEY

Read the first time in full and on motion by Burns, seconded by Hinga, and duly adopted, read the second time by title and referred to the Committee on City Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, 197\_\_\_\_, at \_\_\_\_\_ o'clock P.M., E.S.T.

Date: 5-27-75

Charles W. Westermark  
CITY CLERK  
*Charles W. Westermark*  
City Clerk

Read the third time in full and on motion by Burns, seconded by Hinga, and duly adopted, placed on its passage.  
Passed (~~LOST~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT
TOTAL VOTES	<u>8</u>	<u>0</u>		<u>1</u>	
BURNS	✓				
HINGA	✓				
KRAUS	✓				
MOSES	✓				
NUCKOLS				✓	
SCHMIDT, D.	✓				
SCHMIDT, V.	✓				
STIER	✓				
TALARICO	✓				

DATE: 6-10-75

Charles W. Westermark  
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (Zoning Map) (General) (Annexation) (Special) (Appropriation) Ordinance (Resolution No. S-115-75 on the 10th day of June, 1975.

ATTEST: (SEAL)

Charles W. Westermark  
CITY CLERK

James Stier  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 11th day of June, 1975, at the hour of 11:00 o'clock A M., E.S.T.

Charles W. Westermark  
CITY CLERK

Approved and signed by me this 11th day of June, 1975, at the hour of 4:00 o'clock P M., E.S.T.

John A. Fureff  
MAYOR

Bill No. S-75-05-62

REPORT OF THE COMMITTEE ON CITY UTILITIES

We, your Committee on City Utilities to whom was referred an Ordinance  
Approving contracts for Eight Water Feeder Mains

have had said Ordinance under consideration and beg leave to report back to the Common  
Council that said Ordinance 98 PASS.

Paul M. Burns - Chairman

Donald J. Schmidt - Vice - Chairman

Winfield C. Moses, Jr.

William T. Hinga

Eugene Kraus, Jr.

DATE 6-10-75 CONCURRED IN  
CHARLES W. WESTERMAN, CITY CLERK

DEC. 11, 1974

Note: Material Type - Sec. 1a - 16" & Larger Ductile Iron  
1b - 16" " " Prestr. Conc.  
2 - 12" & Smaller Ductile Iron

CONTRACTOR.... PROPOSAL.....										MATERIALS ONLY 74 - XP - 2 (A)					
		I.	II.	I.	II.	I.	II.	Engr. Est.	CLOW	AMERICAN COT LEON PIPE CO.	PRICE BROS.				
Sec. 1a.	Primary Bid							394,310. <sup>50</sup>	325,289. <sup>30</sup>	337,545.					
	Delayed Bid No.1								325,289. <sup>30</sup>	No Bid					
	" " No.2								331,795. <sup>18</sup>	" "					
	" " No.3								331,795. <sup>18</sup>	" "					
Sec. 1b (PSC Mt.)	Primary Bid							355,550. <sup>00</sup>			347,720.				
	Delayed Bid No.1										347,720.				
	" " No.2										347,720.				
	" " No.3										347,720.				
Sec. 2	Primary Bid														
	Delayed Bid No.1														
	" " No.2														
	" " No.3														

AGREEMENT

FOR CONSTRUCTION OF BEACON-VANCE-HOBSON ROAD FEEDER MAIN PHASE II

BOARD ORDER NO.130-74

CONTRACT NO. 74-XP-2

WORK ORDER NO. 63253

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 1975, by and between EARTH CONSTRUCTION AND ENGINEERING, INC., herein called the Contractor, and the City of Fort Wayne, an Indiana Municipal Corporation, herein called Owner,

WITNESSETH, that the Contractor and the Owner for the considerations hereinafter named, agree as follows:

ARTICLE 1. SCOPE OF WORK

Contractor shall furnish all labor, equipment, tools, power, transportation, miscellaneous equipment, etc., for excavation, laying and connecting of pipe and fittings, hauling of spoil, backfilling trench to specifications, and restoring work area at the following described locations:

14,500± feet of twenty-four (24) inch water main and appurtenances, on Beacon Street, from Lake Avenue to Vance Avenue, thence east on Vance Avenue to Hobson Road, and on Hobson Road and St. Joe Road from Coliseum Boulevard, to the south property line of the Canterbury Shopping Center property,

all according to Fort Wayne Water Utility Drawing Y-10483, sheets 1 thru 29, and do everything required by the contract documents and this Agreement.

ARTICLE 2. THE CONTRACT SUM

The owner shall pay the Contractor for the performance of the contract the unit price sum of \$160,589.50. In event the amount of work is increased or decreased by the Owner, the contract sum shall be increased or decreased according to the unit price schedule set forth in the Contractor's Proposal.

ARTICLE 3. PROGRESS PAYMENTS

The Owner shall make payments on account of the contract as provided herein, as follows:

Monthly progress payments will be made by the Utility upon submission of a statement of quantities of work completed and/or materials supplied to the job site as of the end of each month. On or about the 15th day of the following month, ninety percent (90%) of the value of the work performed up to the first day of that month (based on the contract prices of labor and materials incorporated in the work) and as estimated by the Contractor and approved or revised by the Engineering Department of the Owner, less the

aggregate of previous payments, will be paid by the Utility to the Contractor until fifty percent (50%) of the total value of the contract has been performed. Subsequent monthly progress payments will be made by the Utility to the Contractor in like manner in the amount of ninety-five (95%) percent of the value of the remaining project costs for services performed and/or materials supplied in the construction of the said water main.

#### ARTICLE 4. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and the contract is fully performed.

Upon filing of a Completion Affidavit by the Contractor that the work is ready for final inspection and acceptance, the Board of Public Works will direct the Engineering Department of the Owner to promptly make such inspection. When the Engineering Department finds the work acceptable under the contract and the contract fully performed, it shall so inform the Board of Public Works who shall issue a final certificate stating that the work provided for in this contract has been completed and is accepted, and the entire balance of the contract sum shall be due and payable to the Contractor.

At the time said payment is due and payable, the Contractor shall furnish the Owner, if requested to do so, satisfactory evidence that all persons who have supplied labor, material or equipment for the work have been fully paid.

#### ARTICLE 5. GUARANTEE OF WORKMANSHIP

At the time the Completion Affidavit is filed, the Contractor shall furnish a one (1) year Guaranty Bond in favor of the City of Fort Wayne and in the amount of twenty-five (25%) percent of the total value of the final invoice.

#### ARTICLE 6. THE CONTRACT DOCUMENTS

The Instructions to Bidders, Specifications, Contractor's Proposal, and this Agreement form the Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated. The following is an enumeration of these documents.

- A. Instructions to Bidders for Contract No. 74-XP-2.
- B. Contractor's Proposal dated December 10, 1974.
- C. Supplemental Specifications for BEACON-VANCE-HOBSON ROAD FEEDER MAIN PHASE II and Detailed Specifications and Conditions for the installation of Transmission and Distribution Mains, Contract No. 74-XP-2 and Fort Wayne Water Utility, Engineering Department Drawing No. Y-10483, Sheets 1 through 29.
- D. Addendum No. 1 dated December 5, 1974 and Addendum No. 2, dated December 9, 1974.

- E. Water Main Materials Standards of the Fort Wayne Water Utility, Engineering Department, dated September 20, 1974, except as modified in the Supplemental Specifications.

ARTICLE 7. ADJUSTMENT OF DISPUTES

All questions or controversies which may arise between the Contractor and the Owner under the provisions of this Contract shall be subject to the decision of the Chief Engineer of the Fort Wayne Water Utility of the Owner, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases of the work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works.

ARTICLE 8. INDEMNITY

Contractor shall indemnify the Owner against any claim or loss incurred or arising out of the performance of the work as provided herein.

ARTICLE 9. COUNCILMANIC APPROVAL

This Agreement, although executed on behalf of the Owner by its Mayor and Board of Public Works, shall not be binding upon the Owner unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within ninety (90) days after the date hereof, then this Contract shall be and become wholly void.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

EARTH CONSTRUCTION AND ENGINEERING, INC.

BY:

\_\_\_\_\_  
Cook P. Lougheed, President

CITY OF FORT WAYNE, INDIANA

BY:

\_\_\_\_\_  
Ivan A. Lebamoff, its Mayor

BOARD OF PUBLIC WORKS

ATTEST:

\_\_\_\_\_  
Edna I. Smith, Clerk

\_\_\_\_\_  
Jerry D. Boswell, Chairman

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Carl E. O'Neal

\_\_\_\_\_  
Glenn G. Conkling

APPROVED By the Common Council of the City of Fort Wayne on

1975, Special Ordinance No.



# 1974 CAPITAL IMPROVEMENTS PROGRAM

GREENLAWN - ST. MARYS - STATE FEEDER MAIN

74 - XP - 3

DEC. 11, 1974

CONTRACTOR .... Proposal .....		Engineers Est.		EARTH CONST. REG.		BERGOT, INC. REG.		JOHN DEHNER, INC. REG.		NOBIS - WESTROPP REG.			
		I.	II.	I.	II.	I.	II.	I.	II.	I.	II.	I.	II.
Sec. 1a.	Primary Bid	434,675. <sup>20</sup>	226,385. <sup>50</sup>	334,616. <sup>50</sup>	140,645. <sup>50</sup>	No Bid	153,554. <sup>35</sup>	375,058. <sup>00</sup>	192,603. <sup>60</sup>	No Bid	229,012. <sup>40</sup>		
	Delayed Bid No.1			337,962. <sup>07</sup>	143,458. <sup>41</sup>	"	155,090.	375,058. <sup>00</sup>	192,603. <sup>60</sup>	"	229,012. <sup>40</sup>		
	" " No.2			341,342. <sup>30</sup>	146,327. <sup>58</sup>	"	158,192.	380,058. <sup>00</sup>	193,603. <sup>60</sup>	"	240,148. <sup>02</sup>		
	" " No.3			344,755. <sup>72</sup>	149,254. <sup>13</sup>	"	161,356.	380,058. <sup>00</sup>	193,603. <sup>60</sup>	"	251,583. <sup>64</sup>		
Sec. 1b (PSC Alt.)	Primary Bid	458,857. <sup>50</sup>	226,385. <sup>50</sup>	No Bid	No Bid	No Bid	163,404. <sup>35</sup>	417,971. <sup>90</sup>	214,005. <sup>40</sup>	No Bid	No Bid		
	Delayed Bid No.1			"	"	"	165,039.	417,971. <sup>90</sup>	214,005. <sup>40</sup>	"	"		
	" " No.2			"	"	"	168,340.	417,971. <sup>90</sup>	214,005. <sup>40</sup>	"	"		
	" " No.3			"	"	"	171,707.	417,971. <sup>90</sup>	214,005. <sup>40</sup>	"	"		
Sec. 2	Primary Bid	154,531. <sup>00</sup>	90,836. <sup>25</sup>	110,468	55,750. <sup>50</sup>	No Bid	62,093. <sup>50</sup>	125,175. <sup>75</sup>	74,014. <sup>50</sup>	No Bid	95,755.		
	Delayed Bid No.1			110,764. <sup>60</sup>	55,845.	"	62,715.	125,175. <sup>75</sup>	74,014. <sup>50</sup>	"	95,755.		
	" " No.2			111,872. <sup>33</sup>	56,961. <sup>90</sup>	"	63,970.	125,175. <sup>75</sup>	74,014. <sup>50</sup>	"	100,542. <sup>75</sup>		
	" " No.3			112,991. <sup>05</sup>	58,101. <sup>14</sup>	"	65,250.	125,175. <sup>75</sup>	74,014. <sup>50</sup>	"	105,330. <sup>50</sup>		

1% Disc. for pmt. by 10th

1% Disc. for pmt. by 10th

1/2% disc. for award  
of all projects  
1% disc. for pmt. by 10th

1% disc. for pmt.  
by 10th.

Note: Material Type - Sec. 1a - 16" & Larger Ductile Iron  
1b - 16" " " Prestr. Conc.  
2 - 12" " Smaller Ductile Iron

CONTRACTOR .... Proposal .....								MATERIALS ONLY 74 - XP - 3 (A)					
		I.	II.	I.	II.	I.	II.	Engr. Est.	CLOW	American Cast Iron Pipe Co.	PRICE BROS.		
Sec. 1a.	Primary Bid							20,7916. <sup>13</sup>	170,874. <sup>53</sup>	178,329. <sup>30</sup>			
	Delayed Bid No.1								170,874. <sup>53</sup>	No Bid			
	" " No.2								174,292. <sup>02</sup>	"			
	" " No.3								174,292. <sup>02</sup>	"			
Sec. 1b (PSC Alt.)	Primary Bid							20,725. <sup>00</sup>			196,338. <sup>02</sup>		
	Delayed Bid No.1										196,338. <sup>02</sup>		
	" " No.2										196,338. <sup>02</sup>		
	" " No.3										196,338. <sup>02</sup>		
Sec. 2	Primary Bid							59,157. <sup>20</sup>	49,830. <sup>37</sup>	52,965. <sup>25</sup>			
	Delayed Bid No.1								49,830. <sup>37</sup>	No Bid			
	" " No.2								50,826. <sup>98</sup>	"			
	" " No.3								50,826. <sup>98</sup>	"			



AGREEMENT

FOR CONSTRUCTION OF GREENLAWN-ST. MARY'S-STATE BLVD. CONNECTING FEEDER MAIN

BOARD ORDER NO. 131-74

CONTRACT NO. 74-XP-3

WORK ORDER NO. 63218

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 1975, by and between EARTH CONSTRUCTION AND ENGINEERING, INC., herein called the Contractor, and the City of Fort Wayne, an Indiana Municipal Corporation, herein called Owner,

WITNESSETH, that the Contractor and the Owner for the considerations hereinafter named, agree as follows:

ARTICLE 1. SCOPE OF WORK

Contractor shall furnish all labor, equipment, tools, power, transportation, miscellaneous equipment, etc., for excavation, laying and connecting of pipe and fittings, hauling of spoil, backfilling trench to specifications, and restoring work area at the following described locations:

14,525± feet of twenty-four (24), sixteen (16), and twelve (12) inch water main and appurtenances, on Jacobs Avenue from Cass Street to Wells Street, thence south on Wells Street to Greenlawn Avenue, thence west on Greenlawn Avenue to St. Marys Avenue, on St. Marys Avenue from Huffman Street to Goshen Avenue, on Russell Avenue from Goshen Avenue to Sherman Blvd., and on West State Street from St. Marys Avenue to Lindenwood Avenue,

all according to Fort Wayne Water Utility Drawing Y-10482, sheets I thru 30, and do everything required by the contract documents and this Agreement.

ARTICLE 2. THE CONTRACT SUM

The owner shall pay the Contractor for the performance of the contract the unit price sum of \$196,396.00. In event the amount of work is increased or decreased by the Owner, the contract sum shall be increased or decreased according to the unit price schedule set forth in the Contractor's Proposal.

ARTICLE 3. PROGRESS PAYMENTS

The Owner shall make payments on account of the contract as provided herein, as follows:

Monthly progress payments will be made by the Utility upon submission of a statement of quantities of work completed and/or materials supplied to the job site as of the end of each month. On or about the 15th day of the following month, ninety percent (90%) of the value of the work performed up to the first day of that month (based on the contract prices of labor and materials incorporated in the work) and as estimated by the Contractor and approved or revised by the Engineering Department of the Owner, less the

aggregate of previous payments, will be paid by the Utility to the Contractor until fifty percent (50%) of the total value of the contract has been performed. Subsequent monthly progress payments will be made by the Utility to the Contractor in like manner in the amount of ninety-five (95%) percent of the value of the remaining project costs for services performed and/or materials supplied in the construction of the said water main.

#### ARTICLE 4. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and the contract is fully performed.

Upon filing of a Completion Affidavit by the Contractor that the work is ready for final inspection and acceptance, the Board of Public Works will direct the Engineering Department of the Owner to promptly make such inspection. When the Engineering Department finds the work acceptable under the contract and the contract fully performed, it shall so inform the Board of Public Works who shall issue a final certificate stating that the work provided for in this contract has been completed and is accepted, and the entire balance of the contract sum shall be due and payable to the Contractor.

At the time said payment is due and payable, the Contractor shall furnish the Owner, if requested to do so, satisfactory evidence that all persons who have supplied labor, material or equipment for the work have been fully paid.

#### ARTICLE 5. GUARANTEE OF WORKMANSHIP

At the time the Completion Affidavit is filed, the Contractor shall furnish a one (1) year Guaranty Bond in favor of the City of Fort Wayne and in the amount of twenty-five (25%) percent of the total value of the final invoice.

#### ARTICLE 6. THE CONTRACT DOCUMENTS

The Instructions to Bidders, Specifications, Contractor's Proposal, and this Agreement form the Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated. The following is an enumeration of these documents.

- A. Instructions to Bidders for Contract No. 74-XP-3.
- B. Contractor's Proposal dated December 10, 1974.
- C. Supplemental Specifications for Greenlawn-St. Marys-State Blvd. Connecting Feeder Main and Detailed Specifications and Conditions for the installation of Transmission and Distribution Mains, Contract No. 74-XP-3 and Fort Wayne Water Utility, Engineering Department Drawing No. Y-10482, Sheets 1 through 30.
- D. Addendum No. 1 dated December 5, 1974 and Addendum No. 2, dated December 9, 1974.

- E. Water Main Materials Standards of the Fort Wayne Water Utility, Engineering Department, dated September 20, 1974, except as modified in the Supplemental Specifications.

ARTICLE 7. ADJUSTMENT OF DISPUTES

All questions or controversies which may arise between the Contractor and the Owner under the provisions of this Contract shall be subject to the decision of the Chief Engineer of the Fort Wayne Water Utility of the Owner, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases of the work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works.

ARTICLE 8. INDEMNITY

Contractor shall indemnify the Owner against any claim or loss incurred or arising out of the performance of the work as provided herein.

ARTICLE 9. COUNCILMANIC APPROVAL

This Agreement, although executed on behalf of the Owner by its Mayor and Board of Public Works, shall not be binding upon the Owner unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within ninety (90) days after the date hereof, then this Contract shall be and become wholly void.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

EARTH CONSTRUCTION AND ENGINEERING, INC.

BY: \_\_\_\_\_

Cook P. Loughheed, President

CITY OF FORT WAYNE, INDIANA

BY: \_\_\_\_\_

Ivan A. Lebamoff, its Mayor

BOARD OF PUBLIC WORKS

ATTEST:

\_\_\_\_\_  
Jerry D. Roswell, Chairman

\_\_\_\_\_  
Edna I. Smith, Clerk

\_\_\_\_\_  
Carl E. O'Neal

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Glenn G. Conkling

APPROVED By the Common Council of the City of Fort Wayne on  
1975, Special Ordinance No.

74 - XP - 5

DEC. 11, 1974

Sec. ~~44~~

Sec. 16

Sec. 2

1% disc. for .pmt.  
by 10<sup>th</sup>

1% disc. for pmt.  
by 10<sup>th</sup>

1/2% disc. for award  
of all projects

10% disc. for pmt. by 10th

1% Disc. for pmt. by 10<sup>th</sup>

Note: Material Type - Sec 1a. ~~1C" & Larger Ductile Iron~~  
~~1b. 16" Prostr. Cover~~  
 2. 12" & Smaller Ductile Iron

52c.

sec. 1b

2. 222

AGREEMENT

FOR CONSTRUCTION OF HIGH STREET FEEDER MAIN

BOARD ORDER NO. 132-74

CONTRACT NO. 74-XP-5

WORK ORDER NO. 63254

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 1975, by and between EARTH CONSTRUCTION AND ENGINEERING, INC., herein called the Contractor, and the City of Fort Wayne, an Indiana Municipal Corporation, herein called Owner,

WITNESSETH, that the Contractor and the Owner for the considerations hereinafter named, agree as follows:

ARTICLE 1. SCOPE OF WORK

Contractor shall furnish all labor, equipment, tools, power, transportation, miscellaneous equipment, etc., for excavation, laying and connecting of pipe and fittings, hauling of spoil, backfilling trench to specifications, and restoring work area at the following described locations:

1,075± feet of twelve (12) inch water main on High Street and through an easement at the west end of High Street from Runnion Avenue to Leesburg Road,

all according to Fort Wayne Water Utility Drawing Y-10437, sheets 1 thru 3, and do everything required by the contract documents and this Agreement.

ARTICLE 2. THE CONTRACT SUM

The owner shall pay the Contractor for the performance of the contract the unit price sum of \$18,870.00 . In event the amount of work is increased or decreased by the Owner, the contract sum shall be increased or decreased according to the unit price schedule set forth in the Contractor's Proposal.

ARTICLE 3. PROGRESS PAYMENTS

The Owner shall make payments on account of the contract as provided herein, as follows:

Monthly progress payments will be made by the Utility upon submission of a statement of quantities of work completed and/or materials supplied to the job site as of the end of each month. On or about the 15th day of the following month, ninety percent (90%) of the value of the work performed up to the first day of that month (based on the contract prices of labor and materials incorporated in the work) and as estimated by the Contractor and approved or revised by the Engineering Department of the Owner, less the

aggregate of previous payments, will be paid by the Utility to the Contractor until fifty percent (50%) of the total value of the contract has been performed. Subsequent monthly progress payments will be made by the Utility to the Contractor in like manner in the amount of ninety-five (95%) percent of the value of the remaining project costs for services performed and/or materials supplied in the construction of the said water main.

#### ARTICLE 4. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and the contract is fully performed.

Upon filing of a Completion Affidavit by the Contractor that the work is ready for final inspection and acceptance, the Board of Public Works will direct the Engineering Department of the Owner to promptly make such inspection. When the Engineering Department finds the work acceptable under the contract and the contract fully performed, it shall so inform the Board of Public Works who shall issue a final certificate stating that the work provided for in this contract has been completed and is accepted, and the entire balance of the contract sum shall be due and payable to the Contractor.

At the time said payment is due and payable, the Contractor shall furnish the Owner, if requested to do so, satisfactory evidence that all persons who have supplied labor, material or equipment for the work have been fully paid.

#### ARTICLE 5. GUARANTEE OF WORKMANSHIP

At the time the Completion Affidavit is filed, the Contractor shall furnish a one (1) year Guaranty Bond in favor of the City of Fort Wayne and in the amount of twenty-five (25%) percent of the total value of the final invoice.

#### ARTICLE 6. THE CONTRACT DOCUMENTS

The Instructions to Bidders, Specifications, Contractor's Proposal, and this Agreement form the Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated. The following is an enumeration of these documents.

- A. Instructions to Bidders for Contract No. 74-XP-5.
- B. Contractor's Proposal dated December 10, 1974.
- C. Supplemental Specifications for HIGH STREET FEEDER MAIN

and Detailed Specifications and Conditions for the installation of Transmission and Distribution Mains, Contract No. 74-XP-5 and Fort Wayne Water Utility, Engineering Department Drawing No. Y-10437 , Sheets 1 through 3.

- D. Addendum No. 1 dated December 5, 1974 and Addendum No. 2, dated December 9, 1974.



- E. Water Main Materials Standards of the Fort Wayne Water Utility, Engineering Department, dated September 20, 1974, except as modified in the Supplemental Specifications.

ARTICLE 7. ADJUSTMENT OF DISPUTES

All questions or controversies which may arise between the Contractor and the Owner under the provisions of this Contract shall be subject to the decision of the Chief Engineer of the Fort Wayne Water Utility of the Owner, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases of the work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works.

ARTICLE 8. INDEMNITY

Contractor shall indemnify the Owner against any claim or loss incurred or arising out of the performance of the work as provided herein.

ARTICLE 9. COUNCILMANIC APPROVAL

This Agreement, although executed on behalf of the Owner by its Mayor and Board of Public Works, shall not be binding upon the Owner unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within ninety (90) days after the date hereof, then this Contract shall be and become wholly void.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

EARTH CONSTRUCTION AND ENGINEERING, INC.

BY:

Cook P. Loughheed, President

CITY OF FORT WAYNE, INDIANA

BY:

Ivan A. Lebamoff, its Mayor

BOARD OF PUBLIC WORKS

ATTEST:

Jerry D. Boswell, Chairman

Edna I. Smith, Clerk

Carl E. O'Neal

APPROVED AS TO FORM AND LEGALITY:

Glenn G. Conkling

APPROVED By the Common Council of the City of Fort Wayne on  
1975, Special Ordinance No.

75 - XP - 1

DEC. 11, 1974

1% disc. for pmt. by 10<sup>th</sup>

1% disc. for pmt.  
by 10th.

1/2% disc. for award  
of all projects  
1% disc. for pmt. by 10<sup>th</sup>

1% disc. for pmt.  
by 10th.

Note: Material Type - Sec 1a. 16" Larger Ductile Iron  
~~1b. 16" " Prestin. Concr.~~  
 2. 12" " Smaller Ductile Iron

CONTRACTOR.... PROPOSAL.....							MATERIALS ONLY 75-XP-1 (A)					
	I.	II.	I.	II.	I.	II.	Engr. Est.	CLOW	American Cast Iron Pipe Co.			
Sec. #1	Primary Bid						3,250. <sup>50</sup>	25,818. <sup>18</sup>	29,899. <sup>50</sup>			
	Delayed Bid No.1							25,818. <sup>18</sup>	No B10			
	" " No.2							26,334. <sup>50</sup>	"			
	" " No.3							26,334. <sup>50</sup>	"			
Sec. 1b (PSC Alt.)	Primary Bid	/	/	/	/	/	/	/	/	/	/	/
	Delayed Bid No.1	/	/	/	/	/	/	/	/	/	/	/
	" " No.2	/	/	/	/	/	/	/	/	/	/	/
	" " No.3	/	/	/	/	/	/	/	/	/	/	/
Sec. 2	Primary Bid	/	/	/	/	/	/	/	/	/	/	/
	Delayed Bid No.1	/	/	/	/	/	/	/	/	/	/	/
	" " No.2	/	/	/	/	/	/	/	/	/	/	/
	" " No.3	/	/	/	/	/	/	/	/	/	/	/

AGREEMENT

FOR CONSTRUCTION OF WINCHESTER ROAD FEEDER MAIN

BOARD ORDER NO. 134-74

CONTRACT NO. 75-XP-1

WORK ORDER NO. 63265

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 1975, by and between EARTH CONSTRUCTION AND ENGINEERING, INC., herein called the Contractor, and the City of Fort Wayne, an Indiana Municipal Corporation, herein called Owner,

WITNESSETH, that the Contractor and the Owner for the considerations hereinafter named, agree as follows:

ARTICLE 1. SCOPE OF WORK

Contractor shall furnish all labor, equipment, tools, power, transportation, miscellaneous equipment, etc., for excavation, laying and connecting of pipe and fittings, hauling of spoil, backfilling trench to specifications, and restoring work area at the following described locations:

2,300± feet of twelve (12) inch water main on Winchester Road from Bluffton Road to a point approximately 185 feet east of Scotsdale Drive,

all according to Fort Wayne Water Utility Drawing Y-10487, sheets 1 thru 6, and do everything required by the contract documents and this Agreement.

ARTICLE 2. THE CONTRACT SUM

The owner shall pay the Contractor for the performance of the contract the unit price sum of \$21,299.00. In event the amount of work is increased or decreased by the Owner, the contract sum shall be increased or decreased according to the unit price schedule set forth in the Contractor's Proposal.

ARTICLE 3. PROGRESS PAYMENTS

The Owner shall make payments on account of the contract as provided herein, as follows:

Monthly progress payments will be made by the Utility upon submission of a statement of quantities of work completed and/or materials supplied to the job site as of the end of each month. On or about the 15th day of the following month, ninety percent (90%) of the value of the work performed up to the first day of that month (based on the contract prices of labor and materials incorporated in the work) and as estimated by the Contractor and approved or revised by the Engineering Department of the Owner, less the

aggregate of previous payments, will be paid by the Utility to the Contractor until fifty percent (50%) of the total value of the contract has been performed. Subsequent monthly progress payments will be made by the Utility to the Contractor in like manner in the amount of ninety-five (95%) percent of the value of the remaining project costs for services performed and/or materials supplied in the construction of the said water main.

#### ARTICLE 4. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and the contract is fully performed.

Upon filing of a Completion Affidavit by the Contractor that the work is ready for final inspection and acceptance, the Board of Public Works will direct the Engineering Department of the Owner to promptly make such inspection. When the Engineering Department finds the work acceptable under the contract and the contract fully performed, it shall so inform the Board of Public Works who shall issue a final certificate stating that the work provided for in this contract has been completed and is accepted, and the entire balance of the contract sum shall be due and payable to the Contractor.

At the time said payment is due and payable, the Contractor shall furnish the Owner, if requested to do so, satisfactory evidence that all persons who have supplied labor, material or equipment for the work have been fully paid.

#### ARTICLE 5. GUARANTEE OF WORKMANSHIP

At the time the Completion Affidavit is filed, the Contractor shall furnish a one (1) year Guaranty Bond in favor of the City of Fort Wayne and in the amount of twenty-five (25%) percent of the total value of the final invoice.

#### ARTICLE 6. THE CONTRACT DOCUMENTS

The Instructions to Bidders, Specifications, Contractor's Proposal, and this Agreement form the Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated. The following is an enumeration of these documents.

- A. Instructions to Bidders for Contract No. 75-XP-1.
- B. Contractor's Proposal dated December 10, 1974.
- C. Supplemental Specifications for WINCHESTER ROAD FEEDER MAIN

and Detailed Specifications and Conditions for the installation of Transmission and Distribution Mains, Contract No. 75-XP-1 and Fort Wayne Water Utility, Engineering Department Drawing No. Y-10487 , Sheets 1 through 6 .

- D. Addendum No. 1 dated December 5, 1974 and Addendum No. 2, dated December 9, 1974.

- E. Water Main Materials Standards of the Fort Wayne Water Utility, Engineering Department, dated September 20, 1974, except as modified in the Supplemental Specifications.

#### ARTICLE 7. ADJUSTMENT OF DISPUTES

All questions or controversies which may arise between the Contractor and the Owner under the provisions of this Contract shall be subject to the decision of the Chief Engineer of the Fort Wayne Water Utility of the Owner, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases of the work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works.

#### ARTICLE 8. INDEMNITY

Contractor shall indemnify the Owner against any claim or loss incurred or arising out of the performance of the work as provided herein.

#### ARTICLE 9. COUNCILMANIC APPROVAL

This Agreement, although executed on behalf of the Owner by its Mayor and Board of Public Works, shall not be binding upon the Owner unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within ninety (90) days after the date hereof, then this Contract shall be and become wholly void.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

EARTH CONSTRUCTION AND ENGINEERING, INC.

BY: \_\_\_\_\_

Cook P. Lougheed, President

CITY OF FORT WAYNE, INDIANA

BY: \_\_\_\_\_

Ivan A. Lebamoff, its Mayor

BOARD OF PUBLIC WORKS

ATTEST:

\_\_\_\_\_  
Jerry D. Roswell, Chairman

\_\_\_\_\_  
Edna I. Smith, Clerk

\_\_\_\_\_  
Carl E. O'Neal

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Glenn G. Conkling

APPROVED By the Common Council of the City of Fort Wayne on  
1975, Special Ordinance No.



1974 CAPITAL IMPROVEMENTS PROGRAM

WAYNE DALE CONNECTING FEEDER MAIN

75 - XP - 5

DEC. 11, 1974

CONTRACTOR .... Proposal .....		Engineers Est.		EARTH CONST. REG.		BERCOT, INC. REG.		FOX CONTRACTORS REG.		NORIS - WESTROPP REG.		HIPS KIND ASPHALT REG.	
		I.	II.	I.	II.	I.	II.	I.	II.	I.	II.	I.	II.
Sec. 1a.	Primary Bid	261,572. <sup>50</sup>	129,516. <sup>50</sup>	207,596. <sup>50</sup>	74,779. <sup>50</sup>	No Bid	102,876. <sup>10</sup>	229,614. <sup>50</sup>	110,912. <sup>50</sup>	No Bid	117,729. <sup>75</sup>	No Bid	122,879. <sup>40</sup>
	Delayed Bid No.1			209,672. <sup>41</sup>	74,275. <sup>50</sup>	"	103,905.	231,910. <sup>64</sup>	112,021. <sup>62</sup>	"	117,729. <sup>75</sup>	"	122,879. <sup>40</sup>
	" " No.2			211,769. <sup>19</sup>	77,800. <sup>59</sup>	"	105,983.	234,229. <sup>74</sup>	113,141. <sup>83</sup>	"	123,616. <sup>23</sup>	"	122,879. <sup>40</sup>
	" " No.3			213,886. <sup>08</sup>	79,356. <sup>60</sup>	"	108,103.	236,512. <sup>03</sup>	114,273. <sup>24</sup>	"	123,502. <sup>72</sup>	"	122,879. <sup>40</sup>
Sec. 1b (PSC Alt.)	Primary Bid												
	Delayed Bid No.1												
	" " No.2												
	" " No.3												
Sec. 2	Primary Bid												
	Delayed Bid No.1												
	" " No.2												
	" " No.3												

1% disc. for pmt  
by 10<sup>th</sup>

1% disc. for pmt.  
by 10<sup>th</sup>

1% disc. for pmt.  
by 10<sup>th</sup>

1% Disc. for pmt.  
by 10<sup>th</sup>

Note: Material Type - Sec 1a. - 16" d<sup>12</sup> Larger Ductile Iron  
1b. - 16" " Presto. Concr.  
2 - 12" " Smaller Ductile Iron

CONTRACTOR .... Proposal .....		JOHN DEHNER, INC. REG.						MATERIALS ONLY 75 - XP - 5 (A)					
		I.	II.	I.	II.	I.	II.	Engr. Est.	CLOW	American Cast Iron Pipe Co.			
Sec. 1a.	Primary Bid	264,083. <sup>40</sup>	123,802. <sup>50</sup>					132,331. <sup>30</sup>	111,792. <sup>71</sup>	134,755. <sup>70</sup>			
	Delayed Bid No.1	264,083. <sup>40</sup>	123,802. <sup>50</sup>						111,792. <sup>71</sup>	No Bid			
	" " No.2	264,583. <sup>40</sup>	123,802. <sup>50</sup>						114,028. <sup>63</sup>	"			
	" " No.3	264,583. <sup>40</sup>	123,802. <sup>50</sup>						114,028. <sup>63</sup>	"			
Sec. 1b (PSC Alt.)	Primary Bid												
	Delayed Bid No.1												
	" " No.2												
	" " No.3												
Sec. 2	Primary Bid												
	Delayed Bid No.1												
	" " No.2												
	" " No.3												

1% disc. for pmt by 10<sup>th</sup>



AGREEMENT

FOR CONSTRUCTION OF WAYNEDEALE CONNECTING FEEDER MAIN

BOARD ORDER NO. 139-74

CONTRACT NO. 75-XP-5

WORK ORDER NO. 63266

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 1975, by and between EARTH CONSTRUCTION AND ENGINEERING, INC., herein called the Contractor, and the City of Fort Wayne, an Indiana Municipal Corporation, herein called Owner,

WITNESSETH, that the Contractor and the Owner for the considerations hereinafter named, agree as follows:

ARTICLE 1. SCOPE OF WORK

Contractor shall furnish all labor, equipment, tools, power, transportation, miscellaneous equipment, etc., for excavation, laying and connecting of pipe and fittings, hauling of spoil, backfilling trench to specifications, and restoring work area at the following described locations:

7,600± feet of sixteen (16), twelve (12), and six (6) inch water main on McArthur Drive from Elzey Street to Ideal Ave., thence north on Ideal Ave. to Thurber Ave., thence west on Thurber Ave. to Kumpfer Ave., thence north on Kumpfer Ave. to Lower Huntington Road, thence west on Lower Huntington Road a distance of approximately 250 feet, and on Lower Huntington Road from a point approximately 880 feet east of Ardmore Ave., westward to Ardmore Ave., thence north on Ardmore Ave. a distance of approximately 1,250 feet.

all according to Fort Wayne Water Utility Drawing Y-10490, sheets 1 thru 17, and do everything required by the contract documents and this Agreement.

ARTICLE 2. THE CONTRACT SUM

The owner shall pay the Contractor for the performance of the contract the unit price sum of \$74,779.50. In event the amount of work is increased or decreased by the Owner, the contract sum shall be increased or decreased according to the unit price schedule set forth in the Contractor's Proposal.

ARTICLE 3. PROGRESS PAYMENTS

The Owner shall make payments on account of the contract as provided herein, as follows:

Monthly progress payments will be made by the Utility upon submission of a statement of quantities of work completed and/or materials supplied to the job site as of the end of each month. On or about the 15th day of the following month, ninety percent (90%) of the value of the work performed up to the first day of that month (based on the contract prices of labor and materials incorporated in the work) and as estimated by the Contractor and approved or revised by the Engineering Department of the Owner, less the

aggregate of previous payments, will be paid by the Utility to the Contractor until fifty percent (50%) of the total value of the contract has been performed. Subsequent monthly progress payments will be made by the Utility to the Contractor in like manner in the amount of ninety-five (95%) percent of the value of the remaining project costs for services performed and/or materials supplied in the construction of the said water main.

#### ARTICLE 4. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and the contract is fully performed.

Upon filing of a Completion Affidavit by the Contractor that the work is ready for final inspection and acceptance, the Board of Public Works will direct the Engineering Department of the Owner to promptly make such inspection. When the Engineering Department finds the work acceptable under the contract and the contract fully performed, it shall so inform the Board of Public Works who shall issue a final certificate stating that the work provided for in this contract has been completed and is accepted, and the entire balance of the contract sum shall be due and payable to the Contractor.

At the time said payment is due and payable, the Contractor shall furnish the Owner, if requested to do so, satisfactory evidence that all persons who have supplied labor, material or equipment for the work have been fully paid.

#### ARTICLE 5. GUARANTEE OF WORKMANSHIP

At the time the Completion Affidavit is filed, the Contractor shall furnish a one (1) year Guaranty Bond in favor of the City of Fort Wayne and in the amount of twenty-five (25%) percent of the total value of the final invoice.

#### ARTICLE 6. THE CONTRACT DOCUMENTS

The Instructions to Bidders, Specifications, Contractor's Proposal, and this Agreement form the Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated. The following is an enumeration of these documents.

- A. Instructions to Bidders for Contract No. 75-XP-5.
- B. Contractor's Proposal dated December 10, 1974.
- C. Supplemental Specifications for WAYNE DALE CONNECTING FEEDER MAIN and Detailed Specifications and Conditions for the installation of Transmission and Distribution Mains, Contract No. 75-XP-5 and Fort Wayne Water Utility, Engineering Department Drawing No. Y-10490, Sheets 1 through 17.
- D. Addendum No. 1 dated December 5, 1974 and Addendum No. 2, dated December 9, 1974.

- E. Water Main Materials Standards of the Fort Wayne Water Utility, Engineering Department, dated September 20, 1974, except as modified in the Supplemental Specifications.

#### ARTICLE 7. ADJUSTMENT OF DISPUTES

All questions or controversies which may arise between the Contractor and the Owner under the provisions of this Contract shall be subject to the decision of the Chief Engineer of the Fort Wayne Water Utility of the Owner, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases of the work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works.

#### ARTICLE 8. INDEMNITY

Contractor shall indemnify the Owner against any claim or loss incurred or arising out of the performance of the work as provided herein.

#### ARTICLE 9. COUNCILMANIC APPROVAL

This Agreement, although executed on behalf of the Owner by its Mayor and Board of Public Works, shall not be binding upon the Owner unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within ninety (90) days after the date hereof, then this Contract shall be and become wholly void.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

EARTH CONSTRUCTION AND ENGINEERING, INC.

BY: \_\_\_\_\_

Cook P. Loughheed, President

CITY OF FORT WAYNE, INDIANA

BY: \_\_\_\_\_

Ivan A. Lebamoff, its Mayor

BOARD OF PUBLIC WORKS

ATTEST:

\_\_\_\_\_  
Jerry D. Roswell, Chairman

\_\_\_\_\_  
Edna I. Smith, Clerk

\_\_\_\_\_  
Carl E. O'Neal

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Glenn G. Conkling

APPROVED By the Common Council of the City of Fort Wayne on

1975, Special Ordinance No.

## 1974 CAPITAL IMPROVEMENTS PROGRAM

MAYSVILLE ROAD FEEDER MAIN

75 - XP - C

DEC. 11, 1974

CONTRACTOR .... Proposal .....		Engineers Est.		EARTH CONST. REG.		FOX CONTRACTORS REG.		NOBIS - WESTROPP REG.		BERLOT, INC. REG.		JOHN DEHWER, INC. REG.	
		I.	II.	I.	II.	I.	II.	I.	II.	I.	II.	I.	II.
Sec. 1a.	Primary Bid	166,926. <sup>00</sup>	76,981. <sup>50</sup>	134,962. <sup>50</sup>	44,157. <sup>50</sup>	126,124. <sup>50</sup>	45,602. <sup>50</sup>	No Bid	53,302. <sup>50</sup>	No Bid	59,465. <sup>75</sup>	137,271. <sup>75</sup>	65,370. <sup>75</sup>
	Delayed Bid No.1			136,312. <sup>15</sup>	45,040. <sup>65</sup>	127,385. <sup>74</sup>	46,058. <sup>52</sup>	"	53,302. <sup>50</sup>	"	60,061.	137,271. <sup>75</sup>	65,370. <sup>75</sup>
	" " No.2			137,675. <sup>75</sup>	45,941. <sup>40</sup>	128,659. <sup>59</sup>	46,519. <sup>10</sup>	"		"	61,263.	139,071. <sup>75</sup>	65,370. <sup>75</sup>
	" " No.3			139,052.	46,860. <sup>73</sup>	129,946. <sup>18</sup>	46,984. <sup>79</sup>	"		"	62,489.	139,071. <sup>75</sup>	65,370. <sup>75</sup>
Sec. 1b (PSC Alt.)	Primary Bid	180,714	76,981. <sup>50</sup>	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	64,461. <sup>75</sup>	163,977. <sup>75</sup>	73,186. <sup>75</sup>
	Delayed Bid No.1			"	"	"	"	"	"	"	65,107.	163,977. <sup>75</sup>	73,186. <sup>75</sup>
	" " No.2			"	"	"	"	"	"	"	66,410.	163,977. <sup>75</sup>	73,186. <sup>75</sup>
	" " No.3			"	"	"	"	"	"	"	67,739.	163,977. <sup>75</sup>	73,186. <sup>75</sup>
Sec. 2	Primary Bid	24,064. <sup>50</sup>	11,439. <sup>50</sup>	19,517. <sup>75</sup>	7,967. <sup>15</sup>	19,009.	8,144.	No Bid	9262. <sup>50</sup>	No Bid	7,309. <sup>75</sup>	20,370. <sup>75</sup>	10,232. <sup>75</sup>
	Delayed Bid No.1			19,712. <sup>93</sup>	8,121. <sup>11</sup>	19,199. <sup>09</sup>	8,275. <sup>44</sup>	"	9262. <sup>50</sup>	"	7,383.	20,370. <sup>75</sup>	10,232. <sup>75</sup>
	" " No.2			19,910.	8,289. <sup>05</sup>	19,391. <sup>09</sup>	8,307. <sup>09</sup>	"	9275. <sup>03</sup>	"	7,531.	20,370. <sup>75</sup>	10,232. <sup>75</sup>
	" " No.3			20,109. <sup>10</sup>	8,455. <sup>42</sup>	19,584. <sup>99</sup>	8,390. <sup>70</sup>	"	10,188. <sup>75</sup>	"	7,682.	20,370. <sup>75</sup>	10,232. <sup>75</sup>

1% Disc. for pmt. by 10th

1% Disc. for pmt. by 10th

1/2% disc. for award  
of all projects  
1% disc. for pmt. by 10th.

Note: Material Type - Sec. 1a. - 16" d Larger Ductile Iron  
1b. - 16" " " Prestr. Conc.  
2 - 12" " Smaller Ductile Iron

CONTRACTOR .... Proposal .....		HIPSKEID DISPUNT REG.		L.W. DAILEY REG.				MATERIALS ONLY 75 - XP - C (A)				
		I.	II.	I.	II.	I.	II.	Eng. Est.	CLOW	American Cast Iron Pipe Co.	PRICE BROS.	
Sec. 1a.	Primary Bid	No Bid	70,528. <sup>40</sup>	178,380.	83,497. <sup>59</sup>			82,862. <sup>50</sup>	68,903. <sup>62</sup>	78,350. <sup>50</sup>		
	Delayed Bid No.1	"	70,528. <sup>40</sup>	185,080.	83,497. <sup>59</sup>				68,903. <sup>62</sup>	No Bid		
	" " No.2	"	70,528. <sup>40</sup>	188,080.	87,497. <sup>59</sup>				70,302. <sup>09</sup>	"		
	" " No.3	"	70,528. <sup>40</sup>	191,280.	87,497. <sup>59</sup>				70,302. <sup>09</sup>	"		
Sec. 1b (PSC Alt.)	Primary Bid	No Bid	No Bid	No Bid	No Bid			86,700. <sup>00</sup>			85,918. <sup>50</sup>	
	Delayed Bid No.1	"	"	"	"						85,918. <sup>50</sup>	
	" " No.2	"	"	"	"						85,918. <sup>50</sup>	
	" " No.3	"	"	"	"						85,918. <sup>50</sup>	
Sec. 2	Primary Bid	No Bid	10,449. <sup>75</sup>	26,370.	13,370.			11,464. <sup>00</sup>	10,358. <sup>32</sup>	11,405.		
	Delayed Bid No.1	"	10,449. <sup>75</sup>	27,670.	13,370.				10,358. <sup>32</sup>	No Bid		
	" " No.2	"	10,449. <sup>75</sup>	28,160.	13,970.				10,565. <sup>49</sup>	"		
	" " No.3	"	10,449. <sup>75</sup>	28,720.	13,970.				10,565. <sup>49</sup>	"		

1% Disc. for pmt. by 10th

AGREEMENT

FOR CONSTRUCTION OF MAYSVILLE ROAD FEEDER MAIN

BOARD ORDER NO. 135-74

CONTRACT NO. 75-XP-6

WORK ORDER NO. 63267

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 1975, by and between EARTH CONSTRUCTION AND ENGINEERING, INC., herein called the Contractor, and the City of Fort Wayne, an Indiana Municipal Corporation, herein called Owner,

WITNESSETH, that the Contractor and the Owner for the considerations hereinafter named, agree as follows:

ARTICLE 1. SCOPE OF WORK

Contractor shall furnish all labor, equipment, tools, power, transportation, miscellaneous equipment, etc., for excavation, laying and connecting of pipe and fittings, hauling of spoil, backfilling trench to specifications, and restoring work area at the following described locations:

5,950± feet of sixteen (16) and twelve (12) inch water main on Maysville Road from the west property line of Concordia Lutheran Cemetery to a point approximately 130 feet southwest of Lake Forest Drive,

all according to Fort Wayne Water Utility Drawing Y-10491, sheets 1 thru 13, and do everything required by the contract documents and this Agreement.

ARTICLE 2. THE CONTRACT SUM

The owner shall pay the Contractor for the performance of the contract the unit price sum of \$52,125.25 . In event the amount of work is increased or decreased by the Owner, the contract sum shall be increased or decreased according to the unit price schedule set forth in the Contractor's Proposal.

ARTICLE 3. PROGRESS PAYMENTS

The Owner shall make payments on account of the contract as provided herein, as follows:

Monthly progress payments will be made by the Utility upon submission of a statement of quantities of work completed and/or materials supplied to the job site as of the end of each month. On or about the 15th day of the following month, ninety percent (90%) of the value of the work performed up to the first day of that month (based on the contract prices of labor and materials incorporated in the work) and as estimated by the Contractor and approved or revised by the Engineering Department of the Owner, less the

aggregate of previous payments, will be paid by the Utility to the Contractor until fifty percent (50%) of the total value of the contract has been performed. Subsequent monthly progress payments will be made by the Utility to the Contractor in like manner in the amount of ninety-five (95%) percent of the value of the remaining project costs for services performed and/or materials supplied in the construction of the said water main.

#### ARTICLE 4. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and the contract is fully performed.

Upon filing of a Completion Affidavit by the Contractor that the work is ready for final inspection and acceptance, the Board of Public Works will direct the Engineering Department of the Owner to promptly make such inspection. When the Engineering Department finds the work acceptable under the contract and the contract fully performed, it shall so inform the Board of Public Works who shall issue a final certificate stating that the work provided for in this contract has been completed and is accepted, and the entire balance of the contract sum shall be due and payable to the Contractor.

At the time said payment is due and payable, the Contractor shall furnish the Owner, if requested to do so, satisfactory evidence that all persons who have supplied labor, material or equipment for the work have been fully paid.

#### ARTICLE 5. GUARANTEE OF WORKMANSHIP

At the time the Completion Affidavit is filed, the Contractor shall furnish a one (1) year Guaranty Bond in favor of the City of Fort Wayne and in the amount of twenty-five (25%) percent of the total value of the final invoice.

#### ARTICLE 6. THE CONTRACT DOCUMENTS

The Instructions to Bidders, Specifications, Contractor's Proposal, and this Agreement form the Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated. The following is an enumeration of these documents.

- A. Instructions to Bidders for Contract No. 75-XP-6.
- B. Contractor's Proposal dated December 10, 1974.
- C. Supplemental Specifications for MAYSVILLE ROAD FEEDER MAIN

and Detailed Specifications and Conditions for the installation of Transmission and Distribution Mains, Contract No. 75-XP-6 and Fort Wayne Water Utility, Engineering Department Drawing No. Y-10491, Sheets 1 through 13.

- D. Addendum No. 1 dated December 5, 1974 and Addendum No. 2, dated December 9, 1974.



E. Water Main Materials Standards of the Fort Wayne Water Utility, Engineering Department, dated September 20, 1974, except as modified in the Supplemental Specifications.

ARTICLE 7. ADJUSTMENT OF DISPUTES

All questions or controversies which may arise between the Contractor and the Owner under the provisions of this Contract shall be subject to the decision of the Chief Engineer of the Fort Wayne Water Utility of the Owner, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases of the work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works.

ARTICLE 8. INDEMNITY

Contractor shall indemnify the Owner against any claim or loss incurred or arising out of the performance of the work as provided herein.

ARTICLE 9. COUNCILMANIC APPROVAL

This Agreement, although executed on behalf of the Owner by its Mayor and Board of Public Works, shall not be binding upon the Owner unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within ninety (90) days after the date hereof, then this Contract shall be and become wholly void.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

EARTH CONSTRUCTION AND ENGINEERING, INC.

BY: \_\_\_\_\_

Cook P. Loughheed, President

CITY OF FORT WAYNE, INDIANA

BY: \_\_\_\_\_

Ivan A. Lebamoff, its Mayor

BOARD OF PUBLIC WORKS

ATTEST:

\_\_\_\_\_  
Edna I. Smith, Clerk

\_\_\_\_\_  
Jerry D. Roswell, Chairman

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Carl E. O'Neal

\_\_\_\_\_  
Glenn G. Conkling

APPROVED By the Common Council of the City of Fort Wayne on  
1975, Special Ordinance No.

76-XP-1

DEC. 11, 1974

1% Disc. for pmt.  
by 10th.

10% Disc. for pmt.  
by 10<sup>th</sup>

1% Disc. for pmt.  
by 10<sup>th</sup>

1/2 % Disc. for award  
of all projects  
1 % Disc. for pmt. by 10<sup>th</sup>

1% Disc. for pmt.  
by 10<sup>th</sup>

Note: Material Type: - Sec. to ~~16" flange Ductile Iron~~  
~~16" " Prosta Cone~~  
 2- 12" Smaller Ductile Iron

CONTRACTOR.....								MATERIALS ONLY					
PROPOSAL.....								TG-XP-1 (A)					
	I.	II.	I.	II.	I.	II.		Engr. Est.	CLOW	American Cast Iron Pipe Co.			
Sec. 1a.	Primary Bid							117,784. <sup>15</sup>	98,203. <sup>12</sup>	110,631. <sup>75</sup>			
	Delayed Bid No.1								98,203. <sup>12</sup>	No Bid			
	" " No.2								100,167. <sup>18</sup>	"			
	" " No.3								100,167. <sup>18</sup>	"			
Sec. 1b (PSC Alt.)	Primary Bid	/	/	/	/	/	/	/	/	/	/	/	/
	Delayed Bid No.1	/	/	/	/	/	/	/	/	/	/	/	/
	" " No.2	/	/	/	/	/	/	/	/	/	/	/	/
	" " No.3	/	/	/	/	/	/	/	/	/	/	/	/
Sec. 2	Primary Bid	/	/	/	/	/	/	/	/	/	/	/	/
	Delayed Bid No.1	/	/	/	/	/	/	/	/	/	/	/	/
	" " No.2	/	/	/	/	/	/	/	/	/	/	/	/
	" " No.3	/	/	/	/	/	/	/	/	/	/	/	/

ACREEMENT

FOR CONSTRUCTION OF GOSHEN ROAD FEEDER MAIN

BOARD ORDER NO. 138-74

CONTRACT NO. 76-XP-1

WORK ORDER NO. 63264

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 1975, by and between EARTH CONSTRUCTION AND ENGINEERING, INC., herein called the Contractor, and the City of Fort Wayne, an Indiana Municipal Corporation, herein called Owner,

WITNESSETH, that the Contractor and the Owner for the considerations hereinafter named, agree as follows:

ARTICLE 1. SCOPE OF WORK

Contractor shall furnish all labor, equipment, tools, power, transportation, miscellaneous equipment, etc., for excavation, laying and connecting of pipe and fittings, hauling of spoil, backfilling trench to specifications, and restoring work area at the following described locations:

9,000± feet of twelve (12), eight (8), and six (6) inch water main on Goshen Road from St. Marys Avenue to a point approximately 700 feet southeasterly of the intersection of Coliseum Blvd., West,

all according to Fort Wayne Water Utility Drawing Y-10486, sheets 1 thru 16 and do everything required by the contract documents and this Agreement.

ARTICLE 2. THE CONTRACT SUM

The owner shall pay the Contractor for the performance of the contract the unit price sum of \$74,635.50 . In event the amount of work is increased or decreased by the Owner, the contract sum shall be increased or decreased according to the unit price schedule set forth in the Contractor's Proposal.

ARTICLE 3. PROGRESS PAYMENTS

The Owner shall make payments on account of the contract as provided herein, as follows:

Monthly progress payments will be made by the Utility upon submission of a statement of quantities of work completed and/or materials supplied to the job site as of the end of each month. On or about the 15th day of the following month, ninety percent (90%) of the value of the work performed up to the first day of that month (based on the contract prices of labor and materials incorporated in the work) and as estimated by the Contractor and approved or revised by the Engineering Department of the Owner, less the

aggregate of previous payments, will be paid by the Utility to the Contractor until fifty percent (50%) of the total value of the contract has been performed. Subsequent monthly progress payments will be made by the Utility to the Contractor in like manner in the amount of ninety-five (95%) percent of the value of the remaining project costs for services performed and/or materials supplied in the construction of the said water main.

#### ARTICLE 4. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and the contract is fully performed.

Upon filing of a Completion Affidavit by the Contractor that the work is ready for final inspection and acceptance, the Board of Public Works will direct the Engineering Department of the Owner to promptly make such inspection. When the Engineering Department finds the work acceptable under the contract and the contract fully performed, it shall so inform the Board of Public Works who shall issue a final certificate stating that the work provided for in this contract has been completed and is accepted, and the entire balance of the contract sum shall be due and payable to the Contractor.

At the time said payment is due and payable, the Contractor shall furnish the Owner, if requested to do so, satisfactory evidence that all persons who have supplied labor, material or equipment for the work have been fully paid.

#### ARTICLE 5. GUARANTEE OF WORKMANSHIP

At the time the Completion Affidavit is filed, the Contractor shall furnish a one (1) year Guaranty Bond in favor of the City of Fort Wayne and in the amount of twenty-five (25%) percent of the total value of the final invoice.

#### ARTICLE 6. THE CONTRACT DOCUMENTS

The Instructions to Bidders, Specifications, Contractor's Proposal, and this Agreement form the Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated. The following is an enumeration of these documents.

- A. Instructions to Bidders for Contract No. 76-XP-1.
- B. Contractor's Proposal dated December 10, 1974.
- C. Supplemental Specifications for GOSHEN ROAD FEEDER MAIN  
and Detailed Specifications and Conditions for the installation of  
Transmission and Distribution Mains, Contract No. 76-XP-1 and Fort  
Wayne Water Utility, Engineering Department Drawing No. Y-10486,  
Sheets 1 through 16.
- D. Addendum No. 1 dated December 5, 1974 and Addendum No. 2, dated  
December 9, 1974.

- E. Water Main Materials Standards of the Fort Wayne Water Utility, Engineering Department, dated September 20, 1974, except as modified in the Supplemental Specifications.

ARTICLE 7. ADJUSTMENT OF DISPUTES

All questions or controversies which may arise between the Contractor and the Owner under the provisions of this Contract shall be subject to the decision of the Chief Engineer of the Fort Wayne Water Utility of the Owner, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases of the work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works.

ARTICLE 8. INDEMNITY

Contractor shall indemnify the Owner against any claim or loss incurred or arising out of the performance of the work as provided herein.

ARTICLE 9. COUNCILMANIC APPROVAL

This Agreement, although executed on behalf of the Owner by its Mayor and Board of Public Works, shall not be binding upon the Owner unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within ninety (90) days after the date hereof, then this Contract shall be and become wholly void.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

EARTH CONSTRUCTION AND ENGINEERING, INC.

BY: \_\_\_\_\_

Cook P. Loughheed, President

CITY OF FORT WAYNE, INDIANA

BY: \_\_\_\_\_

Ivan A. Lebamoff, its Mayor

BOARD OF PUBLIC WORKS

ATTEST:

\_\_\_\_\_  
Jerry D. Boswell, Chairman

\_\_\_\_\_  
Edna I. Smith, Clerk

\_\_\_\_\_  
Carl E. O'Neal

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Glenn G. Conkling

APPROVED By the Common Council of the City of Fort Wayne on  
1975, Special Ordinance No.



DEC. 11, 1974

1% Disc. for pmt.  
by 10<sup>th</sup>

1% Disc. for pmt.  
by 10th

1/2% Disc. for award  
of all projects.  
1% Disc. for pmt. by 10<sup>th</sup>

1% Disc. for pmt.  
by 10th

Note: Material Type - Sec. 1a. - 16" & Larger Ductile Iron  
1b. - 16" " " Prestri. Conc.  
~~2. - 12" " Smaller Ductile Iron~~

CONTRACTOR.....								MATERIALS ONLY 76-XP-4 (A)					
Proposal.....								Engr. Est.	CLOW	American Cast Iron Pipe Co.	PRICE BROS		
		I.	II.	I.	II.	I.	II.						
Sec. 1a.	Primary Bid							86,000 <sup>84</sup>	74,076. <sup>80</sup>	75,841. <sup>12</sup>	<i>unavailable</i>		
	Delayed Bid No.1								76,076. <sup>90</sup>	No Bid			
	" " No.2								77,597. <sup>83</sup>	"			
	" " No.3								77,597. <sup>83</sup>	"			
Sec. 1b (PSC Alt.)	Primary Bid							82,420 <sup>80</sup>			81,936. <sup>70</sup>		
	Delayed Bid No.1										81,936. <sup>70</sup>		
	" " No.2										81,936. <sup>70</sup>		
	" " No.3										81,936. <sup>70</sup>		
Sec. 2	Primary Bid												
	Delayed Bid No.1												
	" " No.2												
	" " No.3												



FOR CONSTRUCTION OF HANNA STREET FEEDER MAIN

BOARD ORDER NO. 133-74

CONTRACT NO. 76-XP-4

WORK ORDER NO. 63263

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 1975, by and between EARTH CONSTRUCTION AND ENGINEERING, INC., herein called the Contractor, and the City of Fort Wayne, an Indiana Municipal Corporation, herein called Owner,

WITNESSETH, that the Contractor and the Owner for the considerations hereinafter named, agree as follows:

ARTICLE 1. SCOPE OF WORK

Contractor shall furnish all labor, equipment, tools, power, transportation, miscellaneous equipment, etc., for excavation, laying and connecting of pipe and fittings, hauling of spoil, backfilling trench to specifications, and restoring work area at the following described locations:

3,900± feet of twenty (20) inch Ductile Iron water main  
on Hanna Street from Pontiac Street to Rudisill Blvd.,

all according to Fort Wayne Water Utility Drawing Y-10489, sheets 1 thru 9, and do everything required by the contract documents and this Agreement.

ARTICLE 2. THE CONTRACT SUM

The owner shall pay the Contractor for the performance of the contract the unit price sum of \$51,946.20 . In event the amount of work is increased or decreased by the Owner, the contract sum shall be increased or decreased according to the unit price schedule set forth in the Contractor's Proposal.

ARTICLE 3. PROGRESS PAYMENTS

The Owner shall make payments on account of the contract as provided herein, as follows:

Monthly progress payments will be made by the Utility upon submission of a statement of quantities of work completed and/or materials supplied to the job site as of the end of each month. On or about the 15th day of the following month, ninety percent (90%) of the value of the work performed up to the first day of that month (based on the contract prices of labor and materials incorporated in the work) and as estimated by the Contractor and approved or revised by the Engineering Department of the Owner, less the

aggregate of previous payments, will be paid by the Utility to the Contractor until fifty percent (50%) of the total value of the contract has been performed. Subsequent monthly progress payments will be made by the Utility to the Contractor in like manner in the amount of ninety-five (95%) percent of the value of the remaining project costs for services performed and/or materials supplied in the construction of the said water main.

#### ARTICLE 4. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and the contract is fully performed.

Upon filing of a Completion Affidavit by the Contractor that the work is ready for final inspection and acceptance, the Board of Public Works will direct the Engineering Department of the Owner to promptly make such inspection. When the Engineering Department finds the work acceptable under the contract and the contract fully performed, it shall so inform the Board of Public Works who shall issue a final certificate stating that the work provided for in this contract has been completed and is accepted, and the entire balance of the contract sum shall be due and payable to the Contractor.

At the time said payment is due and payable, the Contractor shall furnish the Owner, if requested to do so, satisfactory evidence that all persons who have supplied labor, material or equipment for the work have been fully paid.

#### ARTICLE 5. GUARANTEE OF WORKMANSHIP

At the time the Completion Affidavit is filed, the Contractor shall furnish a one (1) year Guaranty Bond in favor of the City of Fort Wayne and in the amount of twenty-five (25%) percent of the total value of the final invoice.

#### ARTICLE 6. THE CONTRACT DOCUMENTS

The Instructions to Bidders, Specifications, Contractor's Proposal, and this Agreement form the Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated. The following is an enumeration of these documents.

- A. Instructions to Bidders for Contract No. 76-XP-4.
- B. Contractor's Proposal dated December 10, 1974.
- C. Supplemental Specifications for HANNA STREET FEEDER MAIN

and Detailed Specifications and Conditions for the installation of Transmission and Distribution Mains, Contract No. 76-XP-4 and Fort Wayne Water Utility, Engineering Department Drawing No. Y-10489, Sheets 1 through 9.

- D. Addendum No. 1 dated December 5, 1974 and Addendum No. 2, dated December 9, 1974.

- E. Water Main Materials Standards of the Fort Wayne Water Utility, Engineering Department, dated September 20, 1974, except as modified in the Supplemental Specifications.

#### ARTICLE 7. ADJUSTMENT OF DISPUTES

All questions or controversies which may arise between the Contractor and the Owner under the provisions of this Contract shall be subject to the decision of the Chief Engineer of the Fort Wayne Water Utility of the Owner, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases of the work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works.

#### ARTICLE 8. INDEMNITY

Contractor shall indemnify the Owner against any claim or loss incurred or arising out of the performance of the work as provided herein.

#### ARTICLE 9. COUNCILMANIC APPROVAL

This Agreement, although executed on behalf of the Owner by its Mayor and Board of Public Works, shall not be binding upon the Owner unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within ninety (90) days after the date hereof, then this Contract shall be and become wholly void.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

EARTH CONSTRUCTION AND ENGINEERING, INC.

BY: \_\_\_\_\_  
Cook P. Loughheed, President

CITY OF FORT WAYNE, INDIANA

BY: \_\_\_\_\_  
Ivan A. Lebamoff, its Mayor

BOARD OF PUBLIC WORKS

ATTEST:

\_\_\_\_\_  
Edna I. Smith, Clerk

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Jerry D. Boswell, Chairman

\_\_\_\_\_  
Carl E. O'Neal

\_\_\_\_\_  
Glenn G. Conkling

APPROVED By the Common Council of the City of Fort Wayne on  
1975, Special Ordinance No.

AGREEMENT

FOR THE FURNISHING OF MATERIALS ON  
BEACON-VANCE-HOBSON ROAD FEEDER MAIN PHASE II

BOARD ORDER NO. 130-74

CONTRACT NO. 74-XP-2(A)

WORK ORDER NO. 63253

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 1975, by and between CLOW CORPORATION, herein called the Supplier, and the City of Fort Wayne, an Indiana Municipal Corporation, herein called Owner,

WITNESSETH, that the Supplier and the Owner for the considerations hereinafter named, agree as follows:

ARTICLE 1. SCOPE OF WORK

Supplier shall furnish all water main materials at construction site, or at a delivery point mutually agreed to between the Supplier and the Contractor, to construct 14,500± feet of twenty-four (24) inch water main and appurtenances, on Beacon Street, from Lake Avenue to Vance Avenue, thence east on Vance Avenue to Hobson Road, and on Hobson Road and St. Joe Road from Coliseum Boulevard, to the south property line of the Canterbury Shopping Center property, in accordance with the specifications and Drawing No. Y-10483, Sheets 1 through 29, prepared by the Water Engineering Department of the City of Fort Wayne, Indiana, and do everything required by the Contract documents and this Agreement.

ARTICLE 2. THE CONTRACT SUM

The Owner shall pay the Supplier for the performance of the Contract the unit price sum of \$325,289.39. In the event the amount of work is increased or decreased by the Owner, the Contract sum shall be increased or decreased according to the unit price schedule set forth in the Supplier's Proposal.

ARTICLE 3. PROGRESS PAYMENTS

The Owner shall make payments on account of the Contract as provided herein, as follows:

- A. Initial payment in the amount of seventy percent (70%) of the value of the materials bid upon will be made by the Owner to the Supplier after the award and execution of a contract to supply said materials and certification by the Supplier that the materials are dedicated to be delivered to the construction site or agreed delivery point from the stock supply and/or production of the Supplier. Delivery shall be scheduled such as to arrive at the construction site or delivery point within seven (7) calendar days after receipt of a request by the Contractor for shipment.
- B. Monthly progress payments will be made by the Owner upon submission of a statement of quantities of materials supplied to the job site as of the end of each month. On or about the 15th day of the following month, the Owner will pay the Supplier twenty percent (20%) of the value of the materials delivered up to the first day of that month (based on the Contract prices of materials incorporated in the work) as estimated by the Supplier and approved or revised by the Engineering Department of the Owner, less the aggregate of previous payments until materials valued at fifty percent (50%) of the total value of the Contract have been delivered. Subsequent monthly progress payments will be made by the Owner to the Supplier in like manner in the amount of twenty-five percent (25%) of the value of the remaining materials so delivered and used in the construction of the said water main.

#### ARTICLE 4. GUARANTEE OF SHIPMENT

Materials Supplier shall guarantee shipment to arrive at the construction site or delivery point within seven (7) calendar days after receipt of a request by the Contractor for shipment, holidays (not Saturdays or Sundays) being taken into account. If such shipment does not arrive at the designated location within the seven (7) days period, one percent (1%) of the value of the materials on said shipment shall be deducted from the final invoice for the project for each day that shipment is delayed beyond the seven (7) day period.

#### ARTICLE 5. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and the contract is fully performed.

Upon filing of a Completion Affidavit by the Supplier that the work is ready for final inspection and acceptance, the Board of Public Works will direct the Engineering Department of the Owner to promptly make such inspection. When the Engineering Department finds the work acceptable under the contract and the contract fully performed, it shall so inform the Board of Public Works who shall issue a final certificate stating that the work provided for in this Contract has been completed and is accepted, and the entire balance of the Contract sum shall be due and payable to the supplier.

At the time said payment is due and payable, the Supplier shall furnish the Owner, if requested to do so, satisfactory evidence that all persons who have supplied labor, material or equipment for the work have been fully paid.

#### ARTICLE 6. GUARANTEE OF WORKMANSHIP

At the time the Completion Affidavit is filed, the Supplier shall furnish a one (1) year Guaranty Bond in favor of the City of Fort Wayne and in the amount of twenty-five (25%) percent of the total value of the final invoice.

#### ARTICLE 7. THE CONTRACT DOCUMENTS

The Instructions to Bidders, Specifications, Supplier's Proposal, and this Agreement form the Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated. The following is an enumeration of these documents.

- A. Instructions to Bidders for Contract No. 74-XP-2(A).
- B. Supplier's Proposal dated December 9, 1974.
- C. Supplemental Specifications for Beacon-Vance-Hobson Road Feeder Main Phase II, and Detailed Specifications and Conditions for the Installation of Transmission and Distribution Mains, Contract No. 74-XP-2(A) and Fort Wayne Water Utility, Engineering Department Drawing No. Y-10483, Sheets 1 through 29.
- D. Addendum No. 1 dated December 5, 1974 and Addendum No. 2, dated December 6, 1974.
- E. Water Main Materials Standards of the Fort Wayne Water Utility, Engineering Department, dated September 20, 1974, except as modified in the Supplemental Specifications.

#### ARTICLE 8. ADJUSTMENT OF DISPUTES

All questions or controversies which may arise between the Supplier and the Owner under the provisions of this Contract shall be subject to the decision of the Chief Engineer of the Fort Wayne Water Utility of the Owner, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases of the work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works.

#### ARTICLE 9. INDEMNITY

Supplier shall indemnify the Owner against any claim or loss incurred or arising out of the performance of the work as provided herein.



ARTICLE 10. COUNCILMANIC APPROVAL

This Agreement, although executed on behalf of the Owner by its Mayor and Board of Public Works, shall not be binding upon the Owner unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within ninety (90) days after the date hereof, then this Contract shall be and become wholly void.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CLOW CORPORATION

BY: \_\_\_\_\_

*L. C. Tallent*  
VICE PRESIDENT

CITY OF FORT WAYNE, INDIANA

BY: \_\_\_\_\_

Ivan A. Lebamoff, its Mayor

BOARD OF PUBLIC WORKS

*J. D. Boswell*  
Jerry D. Boswell, Chairman

*Carl E. O'Neal*  
Carl E. O'Neal, Member

Glenn G. Conkling, Member

ATTEST:

\_\_\_\_\_  
Edna I. Smith, Clerk

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
APPROVED By the Common Council of the City of Fort Wayne on \_\_\_\_\_  
1975, Special Ordinance No. \_\_\_\_\_.

AGREEMENT

FOR THE FURNISHING OF MATERIALS ON

HANNA STREET FEEDER MAIN

BOARD ORDER NO. 133-74

CONTRACT NO. 76-XP-4(A)

WORK ORDER NO. 63263

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 1975, by and between GLOW CORPORATION, herein called the Supplier, and the City of Fort Wayne, an Indiana Municipal Corporation, herein called Owner,

WITNESSETH, that the Supplier and the Owner for the considerations hereinafter named, agree as follows:

ARTICLE 1. SCOPE OF WORK

Supplier shall furnish all water main materials at construction site, or at a delivery point mutually agreed to between the Supplier and the Contractor, to construct 3,900± feet of twenty (20) inch water main on Hanna Street from Pontiac Street to Rudisill Blvd., in accordance with the specifications and Drawing No. Y-10489, Sheets 1 through 9, prepared by the Water Engineering Department of the City of Fort Wayne, Indiana, and do everything required by the Contract documents and this Agreement.

ARTICLE 2. THE CONTRACT SUM

The Owner shall pay the Supplier for the performance of the Contract the unit price sum of \$76,076.30. In the event the amount of work is increased or decreased by the Owner, the Contract sum shall be increased or decreased according to the unit price schedule set forth in the Supplier's Proposal.

ARTICLE 3. PROGRESS PAYMENTS

The Owner shall make payments on account of the Contract as provided herein, as follows:

*(Signature)*

- A. Initial payment in the amount of seventy percent (70%) of the value of the materials bid upon will be made by the Owner to the Supplier after the award and execution of a contract to supply said materials and certification by the Supplier that the materials are dedicated to be delivered to the construction site or agreed delivery point from the stock supply and/or production of the Supplier. Delivery shall be scheduled such as to arrive at the construction site or delivery point within seven (7) calendar days after receipt of a request by the Contractor for shipment.
- B. Monthly progress payments will be made by the Owner upon submission of a statement of quantities of materials supplied to the job site as of the end of each month. On or about the 15th day of the following month, the Owner will pay the Supplier twenty percent (20%) of the value of the materials delivered up to the first day of that month (based on the Contract prices of materials incorporated in the work) as estimated by the Supplier and approved or revised by the Engineering Department of the Owner, less the aggregate of previous payments until materials valued at fifty percent (50%) of the total value of the Contract have been delivered. Subsequent monthly progress payments will be made by the Owner to the Supplier in like manner in the amount of twenty-five percent (25%) of the value of the remaining materials so delivered and used in the construction of the said water main.

#### ARTICLE 4. GUARANTEE OF SHIPMENT

Materials Supplier shall guarantee shipment to arrive at the construction site or delivery point within seven (7) calendar days after receipt of a request by the Contractor for shipment, holidays (not Saturdays or Sundays) being taken into account. If such shipment does not arrive at the designated location within the seven (7) days period, one percent (1%) of the value of the materials on said shipment shall be deducted from the final invoice for the project for each day that shipment is delayed beyond the seven (7) day period.

#### ARTICLE 5. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and the contract is fully performed.

Upon filing of a Completion Affidavit by the Supplier that the work is ready for final inspection and acceptance, the Board of Public Works will direct the Engineering Department of the Owner to promptly make such inspection. When the Engineering Department finds the work acceptable under the contract and the contract fully performed, it shall so inform the Board of Public Works who shall issue a final certificate stating that the work provided for in this Contract has been completed and is accepted, and the entire balance of the Contract sum shall be due and payable to the supplier.

At the time said payment is due and payable, the Supplier shall furnish the Owner, if requested to do so, satisfactory evidence that all persons who have supplied labor, material or equipment for the work have been fully paid.

#### ARTICLE 6. GUARANTEE OF WORKMANSHIP

At the time the Completion Affidavit is filed, the Supplier shall furnish a one (1) year Guaranty Bond in favor of the City of Fort Wayne and in the amount of twenty-five (25%) percent of the total value of the final invoice.

#### ARTICLE 7. THE CONTRACT DOCUMENTS

The Instructions to Bidders, Specifications, Supplier's Proposal, and this Agreement form the Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated. The following is an enumeration of these documents.

- A. Instructions to Bidders for Contract No. 76-XP-4(A).
- B. Supplier's Proposal dated December 9, 1974.
- C. Supplemental Specifications for Hanna Street Feeder Main,  
and Detailed Specifications and Conditions for the Installation of Transmission and Distribution Mains, Contract No. 76-XP-4(A), and Fort Wayne Water Utility, Engineering Department Drawing No. Y-10489, Sheets 1 through 9.
- D. Addendum No. 1 dated December 5, 1974 and Addendum No. 2, dated December 6, 1974.
- E. Water Main Materials Standards of the Fort Wayne Water Utility, Engineering Department, dated September 20, 1974, except as modified in the Supplemental Specifications.

#### ARTICLE 8. ADJUSTMENT OF DISPUTES

All questions or controversies which may arise between the Supplier and the Owner under the provisions of this Contract shall be subject to the decision of the Chief Engineer of the Fort Wayne Water Utility of the Owner, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases of the work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works.

#### ARTICLE 9. INDEMNITY

Supplier shall indemnify the Owner against any claim or loss incurred or arising out of the performance of the work as provided herein.

ARTICLE 10. COUNCILMANIC APPROVAL

This Agreement, although executed on behalf of the Owner by its Mayor and Board of Public Works, shall not be binding upon the Owner unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within ninety (90) days after the date hereof, then this Contract shall be and become wholly void.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CLOW CORPORATION

BY: \_\_\_\_\_

*J. C. Fahlstedt*  
VICE PRESIDENT

CITY OF FORT WAYNE, INDIANA

BY: \_\_\_\_\_

Ivan A. Lebamoff, its Mayor

BOARD OF PUBLIC WORKS

*J. D. Boswell*  
Jerry D. Boswell, Chairman  
*Carl E. O'Neal*  
Carl E. O'Neal, Member

Glenn G. Conkling, Member

ATTEST:

\_\_\_\_\_  
Edna I. Smith, Clerk

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
APPROVED By the Common Council of the City of Fort Wayne on \_\_\_\_\_

1975, Special Ordinance No. \_\_\_\_\_.

AGREEMENT

FOR THE FURNISHING OF MATERIALS ON

GREENLAWN-ST. MARY'S-STATE BLVD. CONNECTING FEEDER MAIN

BOARD ORDER NO. 131-74

CONTRACT NO. 74-XP-3(A)

WORK ORDER NO. 73218

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 1975, by and between CLOW CORPORATION, herein called the Supplier, and the City of Fort Wayne, an Indiana Municipal Corporation, herein called Owner,

WITNESSETH, that the Supplier and the Owner for the considerations hereinafter named, agree as follows:

ARTICLE 1. SCOPE OF WORK

Supplier shall furnish all water main materials at construction site, or at a delivery point mutually agreed to between the Supplier and the Contractor, to construct 14,525± feet of twenty-four (24), sixteen (16), and twelve (12) inch water main and appurtenances, on Jacobs Avenue from Cass Street to Wells Street, thence south on Wells Street to Greenlawn Avenue, thence west on Greenlawn Avenue to St. Mary's Avenue, on St. Mary's Avenue from Huffman Street to Goshen Avenue, on Russell Avenue from Goshen Avenue to Sherman Blvd., and on West State Street from St. Mary's Avenue to Lindenwood Avenue, in accordance with the specifications and Drawing No. Y-10482, Sheets 1 through 30, prepared by the Water Engineering Department of the City of Fort Wayne, Indiana, and do everything required by the Contract documents and this Agreement.

ARTICLE 2. THE CONTRACT SUM

The Owner shall pay the Supplier for the performance of the Contract the unit price sum of \$220,704.90. In the event the amount of work is increased or decreased by the Owner, the Contract sum shall be increased or decreased according to the unit price schedule set forth in the Supplier's Proposal.

ARTICLE 3. PROGRESS PAYMENTS

The Owner shall make payments on account of the Contract as provided herein, as follows:





- A. Initial payment in the amount of seventy percent (70%) of the value of the materials bid upon will be made by the Owner to the Supplier after the award and execution of a contract to supply said materials and certification by the Supplier that the materials are dedicated to be delivered to the construction site or agreed delivery point from the stock supply and/or production of the Supplier. Delivery shall be scheduled such as to arrive at the construction site or delivery point within seven (7) calendar days after receipt of a request by the Contractor for shipment.
- B. Monthly progress payments will be made by the Owner upon submission of a statement of quantities of materials supplied to the job site as of the end of each month. On or about the 15th day of the following month, the Owner will pay the Supplier twenty percent (20%) of the value of the materials delivered up to the first day of that month (based on the Contract prices of materials incorporated in the work) as estimated by the Supplier and approved or revised by the Engineering Department of the Owner, less the aggregate of previous payments until materials valued at fifty percent (50%) of the total value of the Contract have been delivered. Subsequent monthly progress payments will be made by the Owner to the Supplier in like manner in the amount of twenty-five percent (25%) of the value of the remaining materials so delivered and used in the construction of the said water main.

#### ARTICLE 4. GUARANTEE OF SHIPMENT

Materials Supplier shall guarantee shipment to arrive at the construction site or delivery point within seven (7) calendar days after receipt of a request by the Contractor for shipment, holidays (not Saturdays or Sundays) being taken into account. If such shipment does not arrive at the designated location within the seven (7) days period, one percent (1%) of the value of the materials on said shipment shall be deducted from the final invoice for the project for each day that shipment is delayed beyond the seven (7) day period.

#### ARTICLE 5. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and the contract is fully performed.

Upon filing of a Completion Affidavit by the Supplier that the work is ready for final inspection and acceptance, the Board of Public Works will direct the Engineering Department of the Owner to promptly make such inspection. When the Engineering Department finds the work acceptable under the contract and the contract fully performed, it shall so inform the Board of Public Works who shall issue a final certificate stating that the work provided for in this Contract has been completed and is accepted, and the entire balance of the Contract sum shall be due and payable to the supplier.

At the time said payment is due and payable, the Supplier shall furnish the Owner, if requested to do so, satisfactory evidence that all persons who have supplied labor, material or equipment for the work have been fully paid.

#### ARTICLE 6. GUARANTEE OF WORKMANSHIP

At the time the Completion Affidavit is filed, the Supplier shall furnish a one (1) year Guaranty Bond in favor of the City of Fort Wayne and in the amount of twenty-five (25%) percent of the total value of the final invoice.

#### ARTICLE 7. THE CONTRACT DOCUMENTS

The Instructions to Bidders, Specifications, Supplier's Proposal, and this Agreement form the Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated. The following is an enumeration of these documents.

- A. Instructions to Bidders for Contract No. 74-XP-3(A).
- B. Supplier's Proposal dated December 9, 1974.
- C. Supplemental Specifications for Greenlawn-St. Mary's-State Blvd. Connecting Feeder Main, and Detailed Specifications and Conditions for the Installation of Transmission and Distribution Mains, Contract No. 74-XP-3(A), and Fort Wayne Water Utility, Engineering Department Drawing No. Y-10482 , Sheets 1 through 30.
- D. Addendum No. 1 dated December 5, 1974 and Addendum No. 2, dated December 6, 1974.
- E. Water Main Materials Standards of the Fort Wayne Water Utility, Engineering Department, dated September 20, 1974, except as modified in the Supplemental Specifications.

#### ARTICLE 8. ADJUSTMENT OF DISPUTES

All questions or controversies which may arise between the Supplier and the Owner under the provisions of this Contract shall be subject to the decision of the Chief Engineer of the Fort Wayne Water Utility of the Owner, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases of the work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works.

#### ARTICLE 9. INDEMNITY

Supplier shall indemnify the Owner against any claim or loss incurred or arising out of the performance of the work as provided herein.

ARTICLE 10. COUNCILMANIC APPROVAL

This Agreement, although executed on behalf of the Owner by its Mayor and Board of Public Works, shall not be binding upon the Owner unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within ninety (90) days after the date hereof, then this Contract shall be and become wholly void.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CLOW CORPORATION

BY: J. G. Fellard

VICE PRESIDENT

CITY OF FORT WAYNE, INDIANA

BY: \_\_\_\_\_

Ivan A. Lebamoff, its Mayor

BOARD OF PUBLIC WORKS

Jerry D. Boswell, Chairman

Carl E. O'Neal, Member

\_\_\_\_\_  
Glenn G. Conkling, Member

ATTEST:

\_\_\_\_\_  
Edna I. Smith, Clerk

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
APPROVED By the Common Council of the City of Fort Wayne on \_\_\_\_\_

1975, Special Ordinance No. \_\_\_\_\_.

AGREEMENT

FOR THE FURNISHING OF MATERIALS ON  
HIGH STREET FEEDER MAIN

BOARD ORDER NO. 132-74

CONTRACT NO. 74-XP-5(A)

WORK ORDER NO. 63254

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 1975, by and between CLOW CORPORATION, herein called the Supplier, and the City of Port Wayne, an Indiana Municipal Corporation, herein called Owner,

WITNESSETH, that the Supplier and the Owner for the considerations hereinafter named, agree as follows:

ARTICLE 1. SCOPE OF WORK

Supplier shall furnish all water main materials at construction site, or at a delivery point mutually agreed to between the Supplier and the Contractor, to construct 1,075± feet of twelve (12) inch water main on High Street and through an easement at the west end of High Street from Runnion Avenue to Leesburg Rd., in accordance with the specifications and Drawing No. Y-10437, Sheets 1 through 3, prepared by the Water Engineering Department of the City of Port Wayne, Indiana, and do everything required by the Contract documents and this Agreement.

ARTICLE 2. THE CONTRACT SUM

The Owner shall pay the Supplier for the performance of the Contract the unit price sum of \$11,530.02 . In the event the amount of work is increased or decreased by the Owner, the Contract sum shall be increased or decreased according to the unit price schedule set forth in the Supplier's Proposal.

ARTICLE 3. PROGRESS PAYMENTS

The Owner shall make payments on account of the Contract as provided herein, as follows:

*(Signature)*

- A. Initial payment in the amount of seventy percent (70%) of the value of the materials bid upon will be made by the Owner to the Supplier after the award and execution of a contract to supply said materials and certification by the Supplier that the materials are dedicated to be delivered to the construction site or agreed delivery point from the stock supply and/or production of the Supplier. Delivery shall be scheduled such as to arrive at the construction site or delivery point within seven (7) calendar days after receipt of a request by the Contractor for shipment.
- B. Monthly progress payments will be made by the Owner upon submission of a statement of quantities of materials supplied to the job site as of the end of each month. On or about the 15th day of the following month, the Owner will pay the Supplier twenty percent (20%) of the value of the materials delivered up to the first day of that month (based on the Contract prices of materials incorporated in the work) as estimated by the Supplier and approved or revised by the Engineering Department of the Owner, less the aggregate of previous payments until materials valued at fifty percent (50%) of the total value of the Contract have been delivered. Subsequent monthly progress payments will be made by the Owner to the Supplier in like manner in the amount of twenty-five percent (25%) of the value of the remaining materials so delivered and used in the construction of the said water main.

#### ARTICLE 4. GUARANTEE OF SHIPMENT

Materials Supplier shall guarantee shipment to arrive at the construction site or delivery point within seven (7) calendar days after receipt of a request by the Contractor for shipment, holidays (not Saturdays or Sundays) being taken into account. If such shipment does not arrive at the designated location within the seven (7) days period, one percent (1%) of the value of the materials on said shipment shall be deducted from the final invoice for the project for each day that shipment is delayed beyond the seven (7) day period.

#### ARTICLE 5. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and the contract is fully performed.

Upon filing of a Completion Affidavit by the Supplier that the work is ready for final inspection and acceptance, the Board of Public Works will direct the Engineering Department of the Owner to promptly make such inspection. When the Engineering Department finds the work acceptable under the contract and the contract fully performed, it shall so inform the Board of Public Works who shall issue a final certificate stating that the work provided for in this Contract has been completed and is accepted, and the entire balance of the Contract sum shall be due and payable to the supplier.

At the time said payment is due and payable, the Supplier shall furnish the Owner, if requested to do so, satisfactory evidence that all persons who have supplied labor, material or equipment for the work have been fully paid.

#### ARTICLE 6. GUARANTEE OF WORKMANSHIP

At the time the Completion Affidavit is filed, the Supplier shall furnish a one (1) year Guaranty Bond in favor of the City of Fort Wayne and in the amount of twenty-five (25%) percent of the total value of the final invoice.

#### ARTICLE 7. THE CONTRACT DOCUMENTS

The Instructions to Bidders, Specifications, Supplier's Proposal, and this Agreement form the Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated. The following is an enumeration of these documents.

- A. Instructions to Bidders for Contract No. 74-XP-5(A).
- B. Supplier's Proposal dated December 9, 1974.
- C. Supplemental Specifications for High Street Feeder Main,  
and Detailed Specifications and Conditions for the Installation of Transmission and Distribution Mains, Contract No. 74-XP-5(A), and Fort Wayne Water Utility, Engineering Department Drawing No. Y-10437, Sheets 1 through 3.
- D. Addendum No. 1 dated December 5, 1974 and Addendum No. 2, dated December 6, 1974.
- E. Water Main Materials Standards of the Fort Wayne Water Utility, Engineering Department, dated September 20, 1974, except as modified in the Supplemental Specifications.

#### ARTICLE 8. ADJUSTMENT OF DISPUTES

All questions or controversies which may arise between the Supplier and the Owner under the provisions of this Contract shall be subject to the decision of the Chief Engineer of the Fort Wayne Water Utility of the Owner, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases of the work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works.

#### ARTICLE 9. INDEMNITY

Supplier shall indemnify the Owner against any claim or loss incurred or arising out of the performance of the work as provided herein.



ARTICLE 10. COUNCILMANIC APPROVAL

This Agreement, although executed on behalf of the Owner by its Mayor and Board of Public Works, shall not be binding upon the Owner unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within ninety (90) days after the date hereof, then this Contract shall be and become wholly void.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CLOW CORPORATION

BY: J. C. Fehland

VICE PRESIDENT

CITY OF FORT WAYNE, INDIANA

BY: \_\_\_\_\_

Ivan A. Lebamoff, its Mayor

BOARD OF PUBLIC WORKS

Jerry D. Boswell, Chairman

Carl E. O'Neal, Member

Glenn G. Conkling, Member

ATTEST:

\_\_\_\_\_  
Edna I. Smith, Clerk

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
APPROVED By the Common Council of the City of Fort Wayne on \_\_\_\_\_

1975, Special Ordinance No. \_\_\_\_\_.

AGREEMENT

FOR THE FURNISHING OF MATERIALS ON  
WINCHESTER ROAD FEEDER MAIN

BOARD ORDER NO. 134-74      CONTRACT NO. 75-XP-1(A)      WORK ORDER NO. 63265

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 1975, by and between CLOW CORPORATION, herein called the Supplier, and the City of Fort Wayne, an Indiana Municipal Corporation, herein called Owner,

WITNESSETH, that the Supplier and the Owner for the considerations hereinafter named, agree as follows:

ARTICLE 1. SCOPE OF WORK

Supplier shall furnish all water main materials at construction site, or at a delivery point mutually agreed to between the Supplier and the Contractor, to construct 2,300± feet of twelve (12) inch water main on Winchester Road from Bluffton Road to a point approximately 185 feet east of Scotsdale Drive, in accordance with the specifications and Drawing No. Y-10487, Sheets 1 through 6, prepared by the Water Engineering Department of the City of Fort Wayne, Indiana, and do everything required by the Contract documents and this Agreement.

ARTICLE 2. THE CONTRACT SUM

The Owner shall pay the Supplier for the performance of the Contract the unit price sum of \$25,818.18 . In the event the amount of work is increased or decreased by the Owner, the Contract sum shall be increased or decreased according to the unit price schedule set forth in the Supplier's Proposal.

ARTICLE 3. PROGRESS PAYMENTS

The Owner shall make payments on account of the Contract as provided herein, as follows:

- A. Initial payment in the amount of seventy percent (70%) of the value of the materials bid upon will be made by the Owner to the Supplier after the award and execution of a contract to supply said materials and certification by the Supplier that the materials are dedicated to be delivered to the construction site or agreed delivery point from the stock supply and/or production of the Supplier. Delivery shall be scheduled such as to arrive at the construction site or delivery point within seven (7) calendar days after receipt of a request by the Contractor for shipment.
- B. Monthly progress payments will be made by the Owner upon submission of a statement of quantities of materials supplied to the job site as of the end of each month. On or about the 15th day of the following month, the Owner will pay the Supplier twenty percent (20%) of the value of the materials delivered up to the first day of that month (based on the Contract prices of materials incorporated in the work) as estimated by the Supplier and approved or revised by the Engineering Department of the Owner, less the aggregate of previous payments until materials valued at fifty percent (50%) of the total value of the Contract have been delivered. Subsequent monthly progress payments will be made by the Owner to the Supplier in like manner in the amount of twenty-five percent (25%) of the value of the remaining materials so delivered and used in the construction of the said water main.

#### ARTICLE 4. GUARANTEE OF SHIPMENT

Materials Supplier shall guarantee shipment to arrive at the construction site or delivery point within seven (7) calendar days after receipt of a request by the Contractor for shipment, holidays (not Saturdays or Sundays) being taken into account. If such shipment does not arrive at the designated location within the seven (7) days period, one percent (1%) of the value of the materials on said shipment shall be deducted from the final invoice for the project for each day that shipment is delayed beyond the seven (7) day period.

#### ARTICLE 5. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and the contract is fully performed.

Upon filing of a Completion Affidavit by the Supplier that the work is ready for final inspection and acceptance, the Board of Public Works will direct the Engineering Department of the Owner to promptly make such inspection. When the Engineering Department finds the work acceptable under the contract and the contract fully performed, it shall so inform the Board of Public Works who shall issue a final certificate stating that the work provided for in this Contract has been completed and is accepted, and the entire balance of the Contract sum shall be due and payable to the supplier.

At the time said payment is due and payable, the Supplier shall furnish the Owner, if requested to do so, satisfactory evidence that all persons who have supplied labor, material or equipment for the work have been fully paid.

#### ARTICLE 6. GUARANTEE OF WORKMANSHIP

At the time the Completion Affidavit is filed, the Supplier shall furnish a one (1) year Guaranty Bond in favor of the City of Fort Wayne and in the amount of twenty-five (25%) percent of the total value of the final invoice.

#### ARTICLE 7. THE CONTRACT DOCUMENTS

The Instructions to Bidders, Specifications, Supplier's Proposal, and this Agreement form the Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated. The following is an enumeration of these documents.

- A. Instructions to Bidders for Contract No. 75-XP-1(A).
- B. Supplier's Proposal dated December 9, 1974.
- C. Supplemental Specifications for Winchester Road Feeder Main, and Detailed Specifications and Conditions for the Installation of Transmission and Distribution Mains, Contract No.75-XP-1(A) and Fort Wayne Water Utility, Engineering Department Drawing No. Y-10487, Sheets 1 through 6.
- D. Addendum No. 1 dated December 5, 1974 and Addendum No. 2, dated December 6, 1974.
- E. Water Main Materials Standards of the Fort Wayne Water Utility, Engineering Department, dated September 20, 1974, except as modified in the Supplemental Specifications.

#### ARTICLE 8. ADJUSTMENT OF DISPUTES

All questions or controversies which may arise between the Supplier and the Owner under the provisions of this Contract shall be subject to the decision of the Chief Engineer of the Fort Wayne Water Utility of the Owner, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases of the work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works.

#### ARTICLE 9. INDEMNITY

Supplier shall indemnify the Owner against any claim or loss incurred or arising out of the performance of the work as provided herein.

ARTICLE 10. COUNCILMANIC APPROVAL

This Agreement, although executed on behalf of the Owner by its Mayor and Board of Public Works, shall not be binding upon the Owner unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within ninety (90) days after the date hereof, then this Contract shall be and become wholly void.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CLOW CORPORATION

BY: J. G. Fellers

**VICE PRESIDENT**

CITY OF FORT WAYNE, INDIANA

BY: \_\_\_\_\_

Ivan A. Lebamoff, its Mayor

BOARD OF PUBLIC WORKS

J. D. Boswell  
Jerry D. Boswell, Chairman

Carl E. O'Neal  
Carl E. O'Neal, Member

\_\_\_\_\_  
Glenn C. Conkling, Member

ATTEST:

\_\_\_\_\_  
Edna I. Smith, Clerk

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
APPROVED By the Common Council of the City of Fort Wayne on \_\_\_\_\_

1975, Special Ordinance No. \_\_\_\_\_.

AGREEMENT

FOR THE FURNISHING OF MATERIALS ON  
WAYNE DALE CONNECTING FEEDER MAIN

BOARD ORDER NO. 139-74

CONTRACT NO. 75-XP-5(A)

WORK ORDER NO. 63266

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 1975, by and between CLOW CORPORATION, herein called the Supplier, and the City of Fort Wayne, an Indiana Municipal Corporation, herein called Owner,

WITNESSETH, that the Supplier and the Owner for the considerations hereinafter named, agree as follows:

ARTICLE 1. SCOPE OF WORK

Supplier shall furnish all water main materials at construction site, or at a delivery point mutually agreed to between the Supplier and the Contractor, to construct 7,600± feet of sixteen (16), twelve (12), and six (6) inch water main on McArthur Drive from Elzey Street to Ideal Ave., thence north on Ideal Avenue to Thurber Avenue, thence west on Thurber Avenue to Kumfer Avenue, thence north on Kumfer Avenue to Lower Huntington Road, thence west on Lower Huntington Road a distance of approximately 250 feet, and on Lower Huntington Road from a point approximately 880 feet east of Ardmore Avenue, westward to Ardmore Avenue, thence north on Ardmore Avenue a distance of approximately 1,250 feet, in accordance with the specifications and Drawing No. Y-10490, Sheets 1 through 17, prepared by the Water Engineering Department of the City of Fort Wayne, Indiana, and do everything required by the Contract documents and this Agreement.

ARTICLE 2. THE CONTRACT SUM

The Owner shall pay the Supplier for the performance of the Contract the unit price sum of \$111,792.77. In the event the amount of work is increased or decreased by the Owner, the Contract sum shall be increased or decreased according to the unit price schedule set forth in the Supplier's Proposal.

ARTICLE 3. PROGRESS PAYMENTS

The Owner shall make payments on account of the Contract as provided herein, as follows:

*Enc*



- A. Initial payment in the amount of seventy percent (70%) of the value of the materials bid upon will be made by the Owner to the Supplier after the award and execution of a contract to supply said materials and certification by the Supplier that the materials are dedicated to be delivered to the construction site or agreed delivery point from the stock supply and/or production of the Supplier. Delivery shall be scheduled such as to arrive at the construction site or delivery point within seven (7) calendar days after receipt of a request by the Contractor for shipment.
- B. Monthly progress payments will be made by the Owner upon submission of a statement of quantities of materials supplied to the job site as of the end of each month. On or about the 15th day of the following month, the Owner will pay the Supplier twenty percent (20%) of the value of the materials delivered up to the first day of that month (based on the Contract prices of materials incorporated in the work) as estimated by the Supplier and approved or revised by the Engineering Department of the Owner, less the aggregate of previous payments until materials valued at fifty percent (50%) of the total value of the Contract have been delivered. Subsequent monthly progress payments will be made by the Owner to the Supplier in like manner in the amount of twenty-five percent (25%) of the value of the remaining materials so delivered and used in the construction of the said water main.

#### ARTICLE 4. GUARANTEE OF SHIPMENT

Materials Supplier shall guarantee shipment to arrive at the construction site or delivery point within seven (7) calendar days after receipt of a request by the Contractor for shipment, holidays (not Saturdays or Sundays) being taken into account. If such shipment does not arrive at the designated location within the seven (7) days period, one percent (1%) of the value of the materials on said shipment shall be deducted from the final invoice for the project for each day that shipment is delayed beyond the seven (7) day period.

#### ARTICLE 5. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and the contract is fully performed.

Upon filing of a Completion Affidavit by the Supplier that the work is ready for final inspection and acceptance, the Board of Public Works will direct the Engineering Department of the Owner to promptly make such inspection. When the Engineering Department finds the work acceptable under the contract and the contract fully performed, it shall so inform the Board of Public Works who shall issue a final certificate stating that the work provided for in this Contract has been completed and is accepted, and the entire balance of the Contract sum shall be due and payable to the supplier.

At the time said payment is due and payable, the Supplier shall furnish the Owner, if requested to do so, satisfactory evidence that all persons who have supplied labor, material or equipment for the work have been fully paid.

#### ARTICLE 6. GUARANTEE OF WORKMANSHIP

At the time the Completion Affidavit is filed, the Supplier shall furnish a one (1) year Guaranty Bond in favor of the City of Fort Wayne and in the amount of twenty-five (25%) percent of the total value of the final invoice.

#### ARTICLE 7. THE CONTRACT DOCUMENTS

The Instructions to Bidders, Specifications, Supplier's Proposal, and this Agreement form the Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated. The following is an enumeration of these documents.

- A. Instructions to Bidders for Contract No. 75-XP-5(A).
- B. Supplier's Proposal dated December 9, 1974.
- C. Supplemental Specifications for Waynedale Connecting Feeder Main, and Detailed Specifications and Conditions for the Installation of Transmission and Distribution Mains, Contract No. 75-XP-5(A), and Fort Wayne Water Utility, Engineering Department Drawing No. Y-10490, Sheets 1 through 17.
- D. Addendum No. 1 dated December 5, 1974 and Addendum No. 2, dated December 6, 1974.
- E. Water Main Materials Standards of the Fort Wayne Water Utility, Engineering Department, dated September 20, 1974, except as modified in the Supplemental Specifications.

#### ARTICLE 8. ADJUSTMENT OF DISPUTES

All questions or controversies which may arise between the Supplier and the Owner under the provisions of this Contract shall be subject to the decision of the Chief Engineer of the Fort Wayne Water Utility of the Owner, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases of the work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works.

#### ARTICLE 9. INDEMNITY

Supplier shall indemnify the Owner against any claim or loss incurred or arising out of the performance of the work as provided herein.

ARTICLE 10. COUNCILMAN'S APPROVAL

This Agreement, although executed on behalf of the Owner by its Mayor and Board of Public Works, shall not be binding upon the Owner unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within ninety (90) days after the date hereof, then this Contract shall be and become wholly void.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CLOW CORPORATION

BY: J. G. Kellogg

VICE PRESIDENT

CITY OF FORT WAYNE, INDIANA

BY: \_\_\_\_\_

Ivan A. Lebanoff, its Mayor

BOARD OF PUBLIC WORKS

J. D. Roswell  
Jerry D. Roswell, Chairman

Carl E. O'Neal  
Carl E. O'Neal, Member

\_\_\_\_\_  
Glenn G. Conkling, Member

ATTEST:

\_\_\_\_\_  
Edna I. Smith, Clerk

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
APPROVED By the Common Council of the City of Fort Wayne on \_\_\_\_\_

1975, Special Ordinance No. \_\_\_\_\_.

AGREEMENT

FOR THE FURNISHING OF MATERIALS ON  
MAYSVILLE ROAD FEEDER MAIN

BOARD ORDER NO. 135-74

CONTRACT NO. 75-XP-6(A)

WORK ORDER NO. 63267

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 1975, by and between CLOW CORPORATION, herein called the Supplier, and the City of Fort Wayne, an Indiana Municipal Corporation, herein called Owner,

WITNESSETH, that the Supplier and the Owner for the considerations hereinafter named, agree as follows:

ARTICLE 1. SCOPE OF WORK

Supplier shall furnish all water main materials at construction site, or at a delivery point mutually agreed to between the Supplier and the Contractor, to construct 5,950± feet of sixteen (16) and twelve (12) inch water main on Maysville Road from the west property line of Concordia Lutheran Cemetery to a point approximately 130 feet southwest of Lake Forest Drive, in accordance with the specifications and Drawing No. Y-10491, Sheets 1 through 13, prepared by the Water Engineering Department of the City of Fort Wayne, Indiana, and do everything required by the Contract documents and this Agreement.

ARTICLE 2. THE CONTRACT SUM

The Owner shall pay the Supplier for the performance of the Contract the unit price sum of \$79,261.94 . In the event the amount of work is increased or decreased by the Owner, the Contract sum shall be increased or decreased according to the unit price schedule set forth in the Supplier's Proposal.

ARTICLE 3. PROGRESS PAYMENTS

The Owner shall make payments on account of the Contract as provided herein, as follows:

- A. Initial payment in the amount of seventy percent (70%) of the value of the materials bid upon will be made by the Owner to the Supplier after the award and execution of a contract to supply said materials and certification by the Supplier that the materials are dedicated to be delivered to the construction site or agreed delivery point from the stock supply and/or production of the Supplier. Delivery shall be scheduled such as to arrive at the construction site or delivery point within seven (7) calendar days after receipt of a request by the Contractor for shipment.
- B. Monthly progress payments will be made by the Owner upon submission of a statement of quantities of materials supplied to the job site as of the end of each month. On or about the 15th day of the following month, the Owner will pay the Supplier twenty percent (20%) of the value of the materials delivered up to the first day of that month (based on the Contract prices of materials incorporated in the work) as estimated by the Supplier and approved or revised by the Engineering Department of the Owner, less the aggregate of previous payments until materials valued at fifty percent (50%) of the total value of the Contract have been delivered. Subsequent monthly progress payments will be made by the Owner to the Supplier in like manner in the amount of twenty-five percent (25%) of the value of the remaining materials so delivered and used in the construction of the said water main.

#### ARTICLE 4. GUARANTEE OF SHIPMENT

Materials Supplier shall guarantee shipment to arrive at the construction site or delivery point within seven (7) calendar days after receipt of a request by the Contractor for shipment, holidays (not Saturdays or Sundays) being taken into account. If such shipment does not arrive at the designated location within the seven (7) days period, one percent (1%) of the value of the materials on said shipment shall be deducted from the final invoice for the project for each day that shipment is delayed beyond the seven (7) day period.

#### ARTICLE 5. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and the contract is fully performed.

Upon filing of a Completion Affidavit by the Supplier that the work is ready for final inspection and acceptance, the Board of Public Works will direct the Engineering Department of the Owner to promptly make such inspection. When the Engineering Department finds the work acceptable under the contract and the contract fully performed, it shall so inform the Board of Public Works who shall issue a final certificate stating that the work provided for in this Contract has been completed and is accepted, and the entire balance of the Contract sum shall be due and payable to the supplier.

At the time said payment is due and payable, the Supplier shall furnish the Owner, if requested to do so, satisfactory evidence that all persons who have supplied labor, material or equipment for the work have been fully paid.

#### ARTICLE 6. GUARANTEE OF WORKMANSHIP

At the time the Completion Affidavit is filed, the Supplier shall furnish a one (1) year Guaranty Bond in favor of the City of Fort Wayne and in the amount of twenty-five (25%) percent of the total value of the final invoice.

#### ARTICLE 7. THE CONTRACT DOCUMENTS

The Instructions to Bidders, Specifications, Supplier's Proposal, and this Agreement form the Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated. The following is an enumeration of these documents.

- A. Instructions to Bidders for Contract No. 75-XP-6(A).
- B. Supplier's Proposal dated December 9, 1974.
- C. Supplemental Specifications for Maysville Road Feeder Main, and Detailed Specifications and Conditions for the Installation of Transmission and Distribution Mains, Contract No. 75-XP-6(A) and Fort Wayne Water Utility, Engineering Department Drawing No. Y-10491, Sheets 1 through 13.
- D. Addendum No. 1 dated December 5, 1974 and Addendum No. 2, dated December 6, 1974.
- E. Water Main Materials Standards of the Fort Wayne Water Utility, Engineering Department, dated September 20, 1974, except as modified in the Supplemental Specifications.

#### ARTICLE 8. ADJUSTMENT OF DISPUTES

All questions or controversies which may arise between the Supplier and the Owner under the provisions of this Contract shall be subject to the decision of the Chief Engineer of the Fort Wayne Water Utility of the Owner, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases of the work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works.

#### ARTICLE 9. INDEMNITY

Supplier shall indemnify the Owner against any claim or loss incurred or arising out of the performance of the work as provided herein.

ARTICLE 10. COUNCILMANIC APPROVAL

This Agreement, although executed on behalf of the Owner by its Mayor and Board of Public Works, shall not be binding upon the Owner unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within ninety (90) days after the date hereof, then this Contract shall be and become wholly void.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CLOW CORPORATION

BY: J. G. Fallard

VICE PRESIDENT

CITY OF FORT WAYNE, INDIANA

BY: \_\_\_\_\_

Ivan A. Lebamoff, its Mayor

BOARD OF PUBLIC WORKS

J. P. Boswell  
Jerry P. Boswell, Chairman

Carl E. O'Neal  
Carl E. O'Neal, Member

\_\_\_\_\_  
Glenn G. Conkling, Member

ATTEST:

\_\_\_\_\_  
Edna I. Smith, Clerk

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
APPROVED By the Common Council of the City of Fort Wayne on \_\_\_\_\_

1975, Special Ordinance No. \_\_\_\_\_.



AGREEMENT

FOR THE FURNISHING OF MATERIALS ON  
GOSHEN ROAD FEEDER MAIN

BOARD ORDER NO. 138-74      CONTRACT NO. 76-XP-1(A)      WORK ORDER NO. 63264

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 1975, by and between CLOW CORPORATION, herein called the Supplier, and the City of Fort Wayne, an Indiana Municipal Corporation, herein called Owner,

WITNESSETH, that the Supplier and the Owner for the considerations hereinafter named, agree as follows:

ARTICLE 1. SCOPE OF WORK

Supplier shall furnish all water main materials at construction site, or at a delivery point mutually agreed to between the Supplier and the Contractor, to construct 9,000± feet of twelve (12), eight (8), and six (6) inch water main on Goshen Road from St. Mary's Avenue to a point approximately 700 feet southeasterly of the intersection of Coliseum Blvd., West, in accordance with the specifications and Drawing No. Y-10486, Sheets 1 through 16, prepared by the Water Engineering Department of the City of Fort Wayne, Indiana, and do everything required by the Contract documents and this Agreement.

ARTICLE 2. THE CONTRACT SUM

The Owner shall pay the Supplier for the performance of the Contract the unit price sum of \$98,203.12. In the event the amount of work is increased or decreased by the Owner, the Contract sum shall be increased or decreased according to the unit price schedule set forth in the Supplier's Proposal.

ARTICLE 3. PROGRESS PAYMENTS

The Owner shall make payments on account of the Contract as provided herein, as follows:

- A. Initial payment in the amount of seventy percent (70%) of the value of the materials bid upon will be made by the Owner to the Supplier after the award and execution of a contract to supply said materials and certification by the Supplier that the materials are dedicated to be delivered to the construction site or agreed delivery point from the stock supply and/or production of the Supplier. Delivery shall be scheduled such as to arrive at the construction site or delivery point within seven (7) calendar days after receipt of a request by the Contractor for shipment.
- B. Monthly progress payments will be made by the Owner upon submission of a statement of quantities of materials supplied to the job site as of the end of each month. On or about the 15th day of the following month, the Owner will pay the Supplier twenty percent (20%) of the value of the materials delivered up to the first day of that month (based on the Contract prices of materials incorporated in the work) as estimated by the Supplier and approved or revised by the Engineering Department of the Owner, less the aggregate of previous payments until materials valued at fifty percent (50%) of the total value of the Contract have been delivered. Subsequent monthly progress payments will be made by the Owner to the Supplier in like manner in the amount of twenty-five percent (25%) of the value of the remaining materials so delivered and used in the construction of the said water main.

#### ARTICLE 4. GUARANTEE OF SHIPMENT

Materials Supplier shall guarantee shipment to arrive at the construction site or delivery point within seven (7) calendar days after receipt of a request by the Contractor for shipment, holidays (not Saturdays or Sundays) being taken into account. If such shipment does not arrive at the designated location within the seven (7) days period, one percent (1%) of the value of the materials on said shipment shall be deducted from the final invoice for the project for each day that shipment is delayed beyond the seven (7) day period.

#### ARTICLE 5. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and the contract is fully performed.

Upon filing of a Completion Affidavit by the Supplier that the work is ready for final inspection and acceptance, the Board of Public Works will direct the Engineering Department of the Owner to promptly make such inspection. When the Engineering Department finds the work acceptable under the contract and the contract fully performed, it shall so inform the Board of Public Works who shall issue a final certificate stating that the work provided for in this Contract has been completed and is accepted, and the entire balance of the Contract sum shall be due and payable to the supplier.

At the time said payment is due and payable, the Supplier shall furnish the Owner, if requested to do so, satisfactory evidence that all persons who have supplied labor, material or equipment for the work have been fully paid.

#### ARTICLE 6. GUARANTEE OF WORKMANSHIP

At the time the Completion Affidavit is filed, the Supplier shall furnish a one (1) year Guaranty Bond in favor of the City of Fort Wayne and in the amount of twenty-five (25%) percent of the total value of the final invoice.

#### ARTICLE 7. THE CONTRACT DOCUMENTS

The Instructions to Bidders, Specifications, Supplier's Proposal, and this Agreement form the Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated. The following is an enumeration of these documents.

- A. Instructions to Bidders for Contract No. 76-XP-1(A).
- B. Supplier's Proposal dated December 9, 1974.
- C. Supplemental Specifications for Goshen Road Feeder Main,  
and Detailed Specifications and Conditions for the Installation of Transmission and Distribution Mains, Contract No. 76-XP-1(A), and Fort Wayne Water Utility, Engineering Department Drawing No. Y-10486, Sheets 1 through 16.
- D. Addendum No. 1 dated December 5, 1974 and Addendum No. 2, dated December 6, 1974.
- E. Water Main Materials Standards of the Fort Wayne Water Utility, Engineering Department, dated September 20, 1974, except as modified in the Supplemental Specifications.

#### ARTICLE 8. ADJUSTMENT OF DISPUTES

All questions or controversies which may arise between the Supplier and the Owner under the provisions of this Contract shall be subject to the decision of the Chief Engineer of the Fort Wayne Water Utility of the Owner, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases of the work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works.

#### ARTICLE 9. INDEMNITY

Supplier shall indemnify the Owner against any claim or loss incurred or arising out of the performance of the work as provided herein.

ARTICLE 10. COUNCILMANIC APPROVAL

This Agreement, although executed on behalf of the Owner by its Mayor and Board of Public Works, shall not be binding upon the Owner unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within ninety (90) days after the date hereof, then this Contract shall be and become wholly void.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CLOW CORPORATION

BY: J. G. Tallard  
VICE PRESIDENT

CITY OF FORT WAYNE, INDIANA

BY: \_\_\_\_\_

Ivan A. Lebamoff, its Mayor

BOARD OF PUBLIC WORKS

J. D. Boswell  
Jerry D. Boswell, Chairman

Carl E. O'Neal  
Carl E. O'Neal, Member

\_\_\_\_\_  
Glenn G. Conkling, Member

ATTEST:

\_\_\_\_\_  
Edna I. Smith, Clerk

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
APPROVED By the Common Council of the City of Fort Wayne on \_\_\_\_\_

1975, Special Ordinance No. \_\_\_\_\_

DIGEST SHEET



TITLE OF ORDINANCE Special Ordinance

S-95-05-(2)

DEPARTMENT REQUESTING ORDINANCE Board of Public Works

SYNOPSIS OF ORDINANCE Bids have been taken on eight water main improvement projects.  
In order to acquire the best possible prices, bids were received in three categories;  
(1) construction and materials, (2) construction only, (3) materials only. The  
lowest possible bid combination was for (2) and (3).  
Contracts have been awarded accordingly to Earth Construction & Engineering for  
construction and Clow Corporation for materials.

SEE ATTACHED SHEET

EFFECT OF PASSAGE Upgrading of water main facilities in various areas.

EFFECT OF NON-PASSAGE Failure to keep pace with water main needs.

MONEY INVOLVED (Direct Costs, Expenditures, Savings) Cost - \$650,640.95 and  
\$948,676.53

ASSIGNED TO COMMITTEE

City Clerk J.H.